FRANCHISE DISCLOSURE DOCUMENT

Wild Eggs Franchising, LLC
An Indiana Limited Liability Company
1211 Herr Lane, Suite 290
Louisville, Kentucky 40222
502-807-9403
Franchising@WildEggs.com
www.WildEggsFranchising.com

As a franchisee, you operate a franchised Wild Eggs restaurant that offers an upscale dining experience serving innovative dishes with a fresh, contemporary approach to traditional breakfast, brunch, and lunch.

The total investment necessary to begin operation of a Wild Eggs restaurant franchised business ranges from $686,350 to $2,252,550. This includes an $45,000 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, Franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Administration Department of Wild Eggs Franchising, LLC, 1211 Herr Lane, Suite 290, Louisville, Kentucky 40222 at 502-807-9403or Franchising@WildEggs.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information on franchising. Call your state agency or visit your public library for other sources of information on franchising.

ISSUANCE DATE: June 30, 2025

How To Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Wild Eggs business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be Wild Eggs franchisee?	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About This Franchise

Certain states require that the following risk(s) be highlighted:

1. **<u>Out-of-State Dispute Resolution</u>**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Kentucky. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Kentucky than in your own state.

2. **<u>Spousal Liability</u>**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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EXHIBITS

ITEM 1

FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

This disclosure document describes the Wild Eggs franchise offering. In this disclosure document, "we," "us," and "our" means Wild Eggs Franchising, LLC, the franchisor, and "you" or "your" means the purchaser of the franchise. If the purchaser of the franchise is a corporation, partnership, or limited liability company, "you" means both the purchaser and the persons who own the business entity.

The Franchisor

Wild Eggs Franchising, LLC is a limited liability company, formed in Indiana on April 20, 2015. Our principal business address is 1211 Herr Lane, Suite 290, Louisville, Kentucky 40222. Our agents for service of process are listed in Exhibit A. We do business only under our corporate name. We do not engage in any business other than the offer and sale of franchises for Wild Eggs restaurants. We began offering franchises in April 2015. As of December 31, 2024, there were two franchised Wild Eggs restaurants in operation. We do not currently operate any Wild Eggs restaurants; however, our affiliates operated 16 Wild Eggs restaurants as of December 31, 2024. We have not offered franchises in any other lines of business.

Our Parent, Affiliates and Predecessors

Our parent, Wild Eggs Holdings, Inc. ("Wild Eggs Holdings"), is a limited liability company formed in Indiana. Wild Eggs Holdings' parent, WE Acquisition Co, Inc. ("WE Acquisition"), is a limited liability company formed in Delaware. WE Acquisition's parent, PG Growth Opportunities Master Fund I, LLC ("PG Growth"), is a limited liability company formed in Delaware. Wild Eggs Holdings, WE Acquisition, and PG Growth share our principal business address and have never offered franchises in any line of business.

We do not have any affiliates that provide products or services to our franchisees that we are required to disclose in this disclosure document.

Wild Eggs Restaurants

Wild Eggs restaurants offer an upscale dining experience serving innovative dishes with a fresh, contemporary approach to traditional breakfast, brunch, and lunch. We grant franchises for a Wild Eggs restaurants that operate under the Wild Eggs® trademark and other marks (the "Marks") under our Franchise Agreement, which is attached as Exhibit B. Under each Franchise Agreement, you will establish and operate your Wild Eggs restaurant utilizing our business formats, methods, procedures, designs, layouts, standards, and specifications ("System") as detailed in our operations manual ("Manual").

We also offer a Multi-Unit Development Agreement to qualified franchise prospects. If you sign the Multi-Unit Development Agreement ("Multi-Unit Agreement"), which is attached as Exhibit C, then you must develop an agreed upon number of Wild Eggs restaurants within a geographically defined area ("Development Territory") according to an agreed upon development schedule ("Development Schedule"). You will negotiate both the number of Wild Eggs restaurants and the Development Schedule with us. There is no preset minimum or maximum number of Wild Eggs restaurants that you must establish in connection with a Multi-Unit Agreement. You will establish and operate each Wild Eggs restaurant that you develop under the Multi-Unit Agreement under our then-current form of Franchise Agreement, which may differ from the current Franchise Agreement form attached as Exhibit B to this Franchise Disclosure Document.

Laws and Regulations

You must comply with laws and regulations that apply specifically to the restaurant and food service industry where your Wild Eggs restaurant is located including health, menu labeling, sanitation, no-smoking, liquor, EEOC, OSHA, the Affordable Care Act, discrimination, taxes, employment, and sexual harassment laws.

Your Wild Eggs restaurant will be subject to state and local alcoholic beverage licensing laws and regulations. The failure to receive or retain a liquor license, or delay in obtaining a liquor license, in a particular location could adversely affect your Wild Eggs restaurant's operations at that location. More stringent and varied requirements, particularly at the local level, may increase the cost and time required to develop and open Wild Eggs restaurants. In most states, Wild Eggs restaurants are subject to "dram shop" laws, which impose liability on licensed alcoholic beverage servers for injuries or damages caused by their negligent service of alcoholic beverages to a visibly intoxicated person or to a minor if that service is the proximate cause of the injury or damage or that injury or damage is reasonably foreseeable. In some jurisdictions, liquor licenses may be difficult to secure and maintain. Your employees may be required to attend classes for liquor, food and health safety that your state or locality requires.

Competition

Your Wild Eggs restaurant will offer an upscale breakfast, brunch or lunch dining experience to the general public throughout the year and compete with other food service establishments and catering businesses, which may be franchised by other companies, or independent operations. The market for restaurant services is well-established and very competitive.

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer – Andy Abbajay

Mr. Abbajay has been our Chief Executive Officer and of our affiliate, Wild Eggs Holdings, Inc., Wild Eggs Operations, LLC, CBW Restaurant Holdings, LLC, and CBW Restaurant Franchising, LLC since January 2023 and is based in Waxhaw, North Carolina. Mr. Abbajay has also been an Owner of Pizza Partners, in Waxhaw, North Carolina, since January 2019. From April 2015 to January 2019, Mr. Abbajay was Chief Operating Officer of America Pizza Co. in Lafayette, Louisiana.

Chief Financial Officer – Clifford Harris

Mr. Harris has been our Chief Financial Officer and of our affiliates, Wild Eggs Holdings, Inc., Wild Eggs Operations, LLC, CBW Restaurant Holdings, LLC and CBW Restaurant Franchising, LLC since January 2023 and is based in Gaithersburg, Maryland. From November 2021 to March 2023, Mr. Harris was an independent contractor providing financial and accounting services for Salis Holdings, Inc. in Washington, D.C. From January 2002 to October 2021, Mr. Harris was the Chief Executive Officer of iProcess Online, Inc. in Baltimore, Maryland.

Franchise Sales and Development Manager – Joseph Duff Smallwood

Mr. Smallwood has been our Franchise Sales and Development Manager since June 2025 and is based in Louisville, Kentucky. From January 2025 to May 2025, he was a Business Development Manager for Service Corp International in Louisville, Kentucky. From November 2017 to January 2025, he was a Business Development Manager for Southern Glazer's Wine and Spirits, LLC in Louisville, Kentucky.

<u>Senior Director of Company Support and Training – Will Rush</u>

Mr. Rush has been our Senior Director of Company Support and Training for our affiliates, Wild Eggs Operations, LLC and CBW Restaurant Holdings, LLC since Month 2025. From Month 2023 to Month 2024, he was Director of Operations Services and Training for Wild Eggs Operations, LLC and CBW Restaurant Holdings, LLC. From Month 2019 to Month 2023, Mr. Rush was a District Manager of Wild Eggs Operations, LLC. Mr. Rush is based in Louisville, Kentucky.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

<u>Initial Franchise Fee</u>

You must pay us an Initial Franchise Fee in a lump sum when you sign the Franchise Agreement. Our standard Initial Franchise Fee is $45,000 for your first Wild Eggs restaurant, $40,000 for your second Wild Eggs restaurant, and $30,000 for each additional Wild Eggs restaurant, that must be paid to us when you sign the Franchise Agreement. The Initial Franchise Fee is fully earned when paid and is not refundable under any circumstances.

<u>Development Fee</u>

If you sign a Multi-Unit Agreement to develop multiple Wild Eggs restaurants, when you sign the Multi-Unit Agreement, you will pay a non-refundable lump sum Development Fee equal to $15,000 multiplied by the number of Wild Eggs restaurants required to be opened pursuant to the Development Schedule, less one. When you sign your Multi-Unit Agreement, you will simultaneously sign the Franchise Agreement and pay the Initial Franchise Fee in the amount of $45,000 for your first Wild Eggs restaurant. We will apply the Development Fee as a credit against the Initial Franchise Fee due under each Franchise Agreement after your first Franchise Agreement.

<u>Training Fee</u> (for more than four trainees)

We provide initial training and training materials for up to four trainees for each Wild Eggs restaurant that you develop at no additional charge provided that the trainees are trained at the same time. If you send more than four trainees to initial training (up to 6 trainees), we will charge you an additional

$125 per day training fee for each additional trainee attending training together with the first four trainees. Training fees, if applicable, are payable before the initial training begins, and are uniform and non-refundable.

Except for the limited circumstance described in this Item 5, all initial fees are uniform and are fully earned when paid and are not refundable under any circumstances.

ITEM 6

OTHER FEES

Type of Fee[1]	Amount	Due Date[3]	Remarks
Royalty	5.5% of weekly Gross Sales	Wednesday of each week, based on Gross Sales during previous week ending one week earlier, on Tuesday	See Note 2 for a definition of Gross Sales.
National Advertising and Development Fund	0.5% of weekly Gross Sales	Wednesday of each week, based on Gross Sales during previous week ending one week earlier, on Tuesday	See Item 11 for a detailed discussion about this Fund.
Menus/POP support	Up to $500 per event	Monthly	Will charge by piece/event for new menus and POP Materials
Local Advertising	1% of monthly Gross Sales	Monthly as agreed with third party suppliers	You must spend this amount on local advertising. A report must be submitted to us by the 25th day of the month, based on the Gross Sales of the previous month.
Additional Training or Assistance at our or our affiliate's location	$125 per person per day, plus travel and lodging expenses for training at our location	Before training or assistance begins	We may charge you for training newly-hired personnel; for refresher training courses; and for additional or special assistance or training you need or request. For all training sessions and conferences, you must pay for your trainees' and representatives' salaries and benefits, and for their travel, lodging and meal expenses. We may increase this fee to $150 per person per day on written notice to you.

Type of Fee[1]	Amount	Due Date[3]	Remarks
Additional Training or Assistance at your location	$500 per trainer per day, with a 2 day minimum, plus travel and lodging expenses for training at your location	Before training or assistance begins	We may charge you for training newly-hired personnel; for refresher training courses; and for additional or special assistance or training you need or request. For all training sessions and conferences, you must pay for your trainees' and representatives' salaries and benefits, and for their travel, lodging and meal expenses.
Transfer Fee	$10,000	Before transfer completed	No charge if Franchise Agreement is transferred to an entity you control.
Renewal Fee Per Unit	$10,000	Before renewal completed	If you are in full compliance to all terms and conditions, and you have attained, during the last 12 months of the initial or then current renewal term Gross Sales of not less than 75% of the chain median (including both company or affiliate owned and franchised outlets) over the same period, and receive an average score of at least 85% on audits and mystery diners at your Wild Eggs restaurant over the prior 3 year period, then you may acquire 2 successor franchise terms of 5 years each.
Product and Service Purchases	The price of the products and services purchased from us, our affiliates, and designated or approved vendors whose items meet our standards and specifications.	As Incurred	You may be required to buy certain proprietary products and services from us, our affiliates, and designated or approved vendors whose items meet our standards and specifications, which are detailed in our Manual. We may also permit you to buy from other suppliers to the industry upon review and approval.
Testing New Products or Services	Actual Cost of Testing, which shall not exceed $5,000	Upon your receipt of our invoice	This covers the costs of testing new products or services or inspecting new suppliers you propose.

Type of Fee[1]	Amount	Due Date[3]	Remarks
Audit	Actual Cost of audit	Upon your receipt of our invoice	Paid by you, if you do not supply us reports, supporting records or other required information, on a timely basis, or if you understate required Royalty payments and/or Fund contributions by more than 2%.
Maintenance and Refurbishing of Business	Our actual costs	Upon your receipt of our invoice	If, after we notify you, you do not undertake efforts to correct deficiencies in Business appearance, then we can undertake the repairs and you must reimburse us.
Insurance	Our actual costs	Upon your receipt of our invoice	If you fail to obtain insurance, as specified, we may obtain insurance for you and you must reimburse us.
Late Penalty[3]	$100 per incident plus 1.5% interest per month, or maximum allowed by law	Upon your receipt of our invoice	Due on any overdue or past due amounts of any fees or charges.
Insufficient Funds	$25 per incident, or as permitted by local law	Upon your receipt of our invoice	Payable to us if you have insufficient funds in your EDTA to cover a payment, or if you pay by check and a check is returned for insufficient funds or a closed account.
Cost and Attorneys' Fees	Our actual costs	Upon your receipt of our invoice	Payable to us if you do not comply with the Franchise Agreement.
Indemnification	Our actual costs and/or liability	Upon your receipt of our invoice	You must reimburse us if we are held liable for claims arising from the operation of your Wild Eggs restaurant.

Type of Fee[1]	Amount	Due Date[3]	Remarks
Data Breach Fee	$200 per record		In the event of any cyber-event, identity theft, or theft of personal information of a customer due to any security breach by you, your agents, or your employees, regardless of whether you were compliant with the Data Security Safeguards, you must pay us a fee to offset our out-of-pocket costs and expenses (including our costs incurred in responding to and notifying customers).

1. Unless otherwise noted, all fees are imposed by and payable to us. All such fees are non-refundable and are uniformly imposed.

2. "Gross Sales" shall include all revenue received from the sale of all products and performance of all services in, at, upon, about, through or from the Business and of every kind and nature related to the Business, whether for cash or credit and regardless of collection in the case of credit, including insurance proceeds and/or condemnation awards for loss of sales, profits or business; provided, however, that "Gross Sales" shall not include revenues from any sales taxes or other add on taxes collected from customers by Franchisee for transmittal to the appropriate taxing authority, the retail value of any complimentary services or trade-outs from Gross Sales up to a maximum of 2% of Gross Sales in the aggregate and the amount of cash refunds to, and coupons used by customers, provided such amounts have been included in Gross Sales.

   If a state or local law applicable to your Wild Eggs restaurant prohibits or restricts in any way your ability to pay Royalty fees or other amounts based on Gross Sales derived from the sale of alcoholic beverages at the Restaurant, then the percentage rate for calculating Royalty Fees will be increased, and the definition of Gross Sales will be changed to exclude sales of alcoholic beverages, so that the Royalty Fees to be paid by you will be equal to the amounts you would have had to pay if sales from alcoholic beverages were included in Gross Sales.

3. Before your Business opens, you must sign and deliver to us an "Electronic Depository Transfer Account Document" or "EDTA" (Exhibit E attached), which authorizes us to debit your business checking account automatically for the Royalty payments, Fund contributions, and other amounts due under the Franchise Agreement. We will debit your account for these amounts on their due dates. Funds must be available in your account for withdrawal. We may require payment other than by automatic debit, and you must comply with our payment instructions.

   If you do not report Gross Sales, we may debit your account for 120% of the last Royalty payment and Fund contribution that we debited. If the amounts we debit are less than the amounts you actually owe us, we will debit your account for the balance on the day we specify. If the amounts we debit are greater than the amounts you actually owe us, we will credit the excess against the amounts that we otherwise would debit from your account during the following week.

ITEM 7

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount (Low)	Amount (High)	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1]	$45,000	$45,000	Lump Sum	On signing Franchise Agreement	Us
Rent (First 3 Months)[2]	$0	$50,000	As Agreed	Monthly	Landlord
Lease Security Deposit[3]	$0	$15,000	Lump Sum	Generally payable upon your execution of the lease	Landlord
Utility Deposits[4]	$350	$1,500	As Arranged	As Incurred	Utility Companies
Leasehold Improvements[5]	$120,000	$850,000	As Agreed	As Incurred	Suppliers
Architectural, Design and Engineering Plans[6]	$8,000	$35,000	As Agreed	As Incurred	Architect, Engineers & Designated Designer
Business Licenses and Permits[7]	$500	$1,000	Lump Sum	As Incurred	Governing Agency(ies)
Industry-Specific Licenses and/or Certifications[8]	$300	$550	Lump Sum	As Incurred	Governing Agency(ies)
Liquor Permits and/or Licenses[9]	$50	$200,000	As Agreed	As Incurred	Governing Agency(ies)
Tech-Stack[10]	$65,000	$75,000	As Agreed	As Incurred	Designated Suppliers
Sound and Television Systems[11]	$4,000	$8,000	As Agreed	As Incurred	Suppliers
Furniture and Fixtures[12]	$40,000	$70,000	As Agreed	As Incurred	Designated Suppliers
Outdoor Dining Furniture[13]	$0	$20,000	As Agreed	As Incurred	Designated Suppliers
Office Equipment[14]	$1,200	$2,000	As Agreed	As Incurred	Suppliers
Opening Business Supplies[15]	$4,500	$5,500	As Agreed	As Incurred	Designated or Approved Suppliers
Kitchen Equipment, Large and CADD Design Fees[16]	$200,000	$465,000	As Agreed	As Incurred	Designated Suppliers
Kitchen Small Equipment and Supplies, and Dining Small Wares[17]	$30,000	$40,000	As Agreed	As Incurred	Designated Suppliers or Approved Suppliers
Delivery, Shipping and Labor Costs (some leasehold improvements, restaurant and office furniture, restaurant fixtures, kitchen equipment, office equipment, and signage, etc.)	$1,000	$2,000	As Agreed	As Incurred	Third Parties
Food Costs[18]	$15,000	$20,000	As Agreed	As Incurred	Designated or Approved Suppliers

Type of Expenditure	Amount (Low)	Amount (High)	Method of Payment	When Due	To Whom Payment Is To Be Made
Liquor Costs[19]	$1,500	$3,000	As Agreed	As Incurred	Designated or Approved Suppliers
Grand Opening Marketing and Advertising[20]	$25,000	$25,000	As Agreed	As Incurred	Advertising Sources
Training Expenses (out-of-pocket costs for 4 people), include travel, meals and lodging, etc.	$1,000	$5,500	As Agreed	Prior to Training	Third Parties
Signage (Interior and Exterior)[21]	$15,000	$45,000	As Agreed	As Incurred	Approved Suppliers
Artwork and Design[22]	$5,000	$10,000	As Agreed	As Incurred (prior to opening)	Designated or Approved Suppliers
Uniforms[23]	$2,000	$3,000	As Agreed	As Incurred (prior to opening)	Designated Supplier
Insurance[24]	$1,800	$5,000	As Agreed	As Agreed	Insurance Company(ies)
Building Security System[25]	$150	$500	As Agreed	As Agreed	Approved Supplier
Additional Funds[26]	$100,000	$250,000	As Incurred	As Incurred	Employees, Us Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT[27]	$686,350	$2,252,550			

Explanatory Notes

1. We describe the Initial Franchise Fee in Item 5. All expenses listed above are on a per unit basis.

2. A Wild Eggs restaurant occupies approximately 3,500 to 4,500 square feet of restaurant space, including dining area, bar area, kitchen, restrooms and office. The specific square footage for each area is detailed within the Manual.

   Rent varies by geographic location, size, local rental rates, businesses in the area, site profile, and other factors, and may be considerably higher in large metropolitan areas than in more suburban or small town areas. Wild Eggs restaurants can be located in strip shopping centers or free-standing locations, venues in downtown commercial areas, and in multi-use residential areas. The figures in the table include a potential range of the first three months' rent. Whether all or a portion of this rent is refundable or waived depends on your agreement with your landlord. A Wild Eggs restaurant cannot be located in a residence. We anticipate that you will rent the restaurant premises. We require you to secure and operate from a properly zoned business premises.

   It is possible, however, that you might choose to buy, rather than rent, real estate on which a building suitable for the restaurant already is constructed or could be constructed. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying. Because of the numerous variables that affect the value of a particular piece of real estate, this estimated initial investment table does not reflect the potential cost of the purchase of real estate.

3. Generally required under a commercial real estate lease is a security deposit and last month's rent as a deposit for a lease. Thereafter, rent is generally paid on a monthly basis. Whether this deposit is refundable depends on your agreement with your landlord.

4. If you operate from leased premises, you may be required to pay deposits for utilities. The amount of these deposits will vary depending on the practices of the utility companies and whether any impact or hook-up fees are required. Whether this deposit is refundable depends on your agreement with your utility company.

5. Leasehold improvement costs, as detailed in the Manual, will include floor covering, wall treatment, counters, ceilings, painting, window coverings, restrooms, electrical, lighting, mechanical, finishes, utilities, ventilation, plumbing, carpentry and similar work, and contractor's fees, depend on the site's condition, location, and size; the demand for the site among prospective lessees; the site's previous use; the build-out required to conform the site for your Wild Eggs restaurant; and any construction or other allowances the landlord grants. The lower figure assumes that you remodel an existing restaurant location with a working 'building inspector' approved kitchen hood system; the higher figure assumes a build-out of a "cold dark shell" location. A cold dark shell is a commercial building with a concrete slab and unfinished interior and lacking heating, ventilating, grease trap, and air conditioning (HVAC), and usually without lighting, plumbing, finished ceilings, or interior walls.

6. You will be required to obtain professional design services, blueprints and architectural drawings for your Store and in most cases to obtain engineering services, construction permits, food service permits, and other required permits. Our approved architect or designer(s) will provide preliminary design/layout services as part of your Architectural and Engineering package, and our designated kitchen equipment suppliers will provide basic line drawings at little or no cost to you that you can provide to your approved architect and/or engineer in order to save substantial time and money. We reserve the right to require you to use an approved architect and engineer. We will review the basis line drawings and the final blueprints in order to ensure compliance with the System. You will be responsible for all architectural, design, engineering and similar costs, which include the potential costs associated with using an architect, designer and engineer. There are numerous variables that affect these costs, including the need and scope for Architectural and Engineering Services, and whether or not the project requires construction administration services. The lower figure assumes there are minimal Architectural and Engineering services involved. The higher figure assumes your Wild Eggs restaurant build-out requires Architectural and Engineering services, and surveys, along with Construction Administration services. These costs may vary depending on your base rent and approximate square footage.

7. These amounts include possible business permits and licensures required by local or federal law, including, but not limited to a business license, Certificate of Occupancy, remodeling permit, debris removal permit and signage permit. Regulations may vary depending on your location and potential customer base.

8. These amounts include industry-specific licensures and certifications required before opening, and the rules and regulations may vary by state, local and municipal law. You are required to obtain a food operator's license, food protection manager certification, food handlers' certification, and alcohol training certification as detailed in the Manual. You may be required to obtain a delivery

and catering license, as detailed in the Manual. All of these industry-specific licensures and certifications may have an annual or two-year renewal. You should investigate these requirements.

9. These amounts include the liquor permits and/or licenses required before opening, and the rules and regulations may vary by state, local and municipal law. Because of the numerous variables that affect this cost, this estimated initial investment table does not reflect the potential cost of the liquor permits and/or licensure.

10. These amounts include the minimum requirements for technology (collectively referred to as a Tech-Stack) including the POS System, communications system, infrastructure and networking, office computer system, audio and visual, backup and modem systems, security system, and surveillance system as detailed in the Manual.

11. These amounts include the sound system and television system required before opening, as detailed in the Manual.

12. These amounts include the restaurant furniture and fixtures package that you must purchase from our designated supplier as detailed in the Manual.

13. These amounts include the outdoor dining furniture that may or may not be required depending on the space, and availability/accessibility of outdoor patio area, as detailed in the Manual.

14. This includes a small desk and chair, two two-drawer locking file cabinets, safe (optional), bookshelves, and peripheral computer equipment.

15. These amounts include, but are not limited to paper products, printing and other general office supplies, single use kitchen items, restroom supplies, first aid supplies, and cleaning and sanitizing supplies. The figure estimates a three-month supply with an average traffic flow for the restaurant.

16. These amounts include the restaurant large equipment package that you must purchase from our designated supplier. There is no optional equipment. We will determine the amount of large equipment that you will need to purchase. Our kitchen is designed and very specific, as detailed in the Manual. The amounts include, but are not limited to refrigerators, coolers, freezers, ranges, ovens, hood and ventilation systems, microwaves, steamers, food warmers, and worktables. The lower figure assumes that you remodel an existing restaurant location with a working 'building inspector' approved kitchen hood system and approved (operating) walk-in cooler/freezer; the higher figure reflects the cost of the complete Large Equipment Package.

17. These amounts include typical and very specific restaurant small equipment and supplies, and dining small wares that you must purchase from our designated supplier, including but not limited to: cookware, fry pans, food preparation bowls and crockeries, food preparation utensils, commercial grade knives, small wares, storage containers, guest wait pagers, dining dishes, beverage glasses and tableware, as detailed in the Manual.

18. These amounts include opening inventory food costs, including coffee and tea inventory for the restaurant.

19. These amounts include opening inventory liquor costs.

20. This is the minimum required amount you must spend on grand opening marketing and advertising for your Wild Eggs restaurant prior to or within the first three months of operation.

21. These figures include the interior and exterior signage that you must purchase from an approved supplier, as described in the Manual.

22. These figures include the eggs for the decorative egg wall, decorative hen's and roosters, and other décor which may change from time to time. We will determine types and amounts required to be in the restaurant that you must purchase from us or our designated suppler, as described in the Manual.

23. These amounts include the uniforms, which may change from time to time, required of restaurant personnel that you must purchase from our designated supplier, as detailed in the Manual.

24. You must obtain and maintain certain types and amounts of insurance. (See Item 8) Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue and number of employees, square footage, location, business contents, and other factors bearing on risk exposure. Payments may be made in installments; however, availability of installment plans will vary by company. The estimate includes insurance costs for the first three months.

25. These figures represent the estimated costs for the first three months associated with installing and monitoring the building security system, as detailed in the Manual.

26. These figures include the working capital you will need to have available once your Wild Eggs restaurant opens for business. This item is an estimation of the amount of funds you may need during the initial period (three months) of operation of your Wild Eggs restaurant (other than the items identified separately in the table). These amounts may include payroll costs (or a portion of payroll costs), but not any draw or salary for you.

27. We relied on the experience of our affiliates' operation of Wild Eggs restaurants to compile these estimates. You should review these figures carefully with a business advisor before deciding to acquire a Wild Eggs restaurant franchise. We do not offer financing directly or indirectly for any part of the initial investment. The payments described above that are payable to us are not refundable. We are not able to represent whether or not amounts that you pay to third parties are refundable. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and your collateral, and lending policies of financial institutions from which you request a loan.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Wild Eggs restaurant according to our "System Standards." System Standards may regulate, among other things: the types, models, and brands of kitchen equipment and appliances, office equipment, fixtures, furniture, furnishings, and signs (collectively, "Operating Assets"); products, supplies and services you must use in operating the Business; unauthorized and prohibited products, supplies and services you must not use; inventory requirements; and designated or approved suppliers of Operating Assets, any proprietary products ("Proprietary Products"), and other items.

Purchase from Designated and/or Approved Suppliers

We have the absolute right to restrict all of the suppliers with whom you may deal for your Wild Eggs restaurant. We may, in our sole discretion, require that any products, supplies, services, and other items used in connection with the operation of your Wild Eggs restaurant be purchased exclusively from us, our affiliates, or other approved or designated suppliers, or distributors.

We restrict your suppliers in order to assure quality and consistency, assure a reliable services and products that meet our standards, achieve better terms of purchase and delivery service, control usage of the Marks by third parties, and monitor the processing, delivery service, manufacture (if applicable) and sale of the items.

Suppliers of certain items may be limited to us, our affiliates, or other specified exclusive suppliers, in which event you must buy such services and items from us, our affiliates or any such other specified approved or designated suppliers. We or any of our affiliates may be a supplier, or otherwise party to these transactions, and may derive revenue or profit from such transactions. We and/or any of our affiliates may use such revenue or profit without restriction.

You must buy all Proprietary Products, as we may designate from time to time, from us, our affiliates, or our designated suppliers and/or distributors. You must currently buy all of your food products, standard and season packaging, tools of the trade, small wares, utensils, paper products (including menu's), industry software & point-of-sale system, credit card service, uniforms, gift cards, artwork and decorative eggs as well as certain restaurant furnishings (see Item 7) and the Tech-Stack (see Item 11), from designated or approved suppliers. We will identify all designated and/or approved suppliers in the Manual or other written communications.

Currently, neither we nor our affiliates are approved suppliers or distributors of any items, nor are our affiliates and none of our owners have an ownership interest in any supplier of goods or services to you.

If we have not instituted any type of restrictive sourcing program (which, as noted above, we may do for Proprietary Products, uniforms, gift cards, artwork and decorative eggs, and may do so for other items), and if you want to use any item or service that we have not yet evaluated or to buy or lease from a supplier that we have not yet approved or designated, you first must send us sufficient information, specifications, and samples so that we can determine whether the item or service complies with System Standards or the supplier meets approved supplier criteria. The criteria for our approving suppliers are made available to you in our Manual and other written communications. We may charge you or the supplier a reasonable fee for the evaluation (see Item 6) and will decide within a reasonable time (generally no more than 30 days). We periodically will establish procedures for your requests and may limit the number of approved items, services or suppliers, as we think best.

Supplier acceptance will depend on product quality, delivery frequency and reliability, service standards, financial capability, customer relations, and concentration of purchases with limited number of suppliers to obtain better prices and service'. Supplier approval might be temporary until we evaluate the supplier in more detail. We may inspect a proposed supplier's facilities during and after the approval process to make sure that the supplier meets our standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We have no obligation to approve any request for a new supplier, product, or service. We may refuse to accept a product or supplier for any reason whatsoever or for no reason whatsoever, strictly at our discretion. We may revoke the approval of any previously approved supplier, change our standards applicable to approved or future suppliers or require currently approved suppliers to be re-evaluated, in each of these cases at any time and in our sole discretion.

Purchases in Accordance with our Specifications

In addition, to maintain the quality of the goods and services that Wild Eggs restaurants sell and the reputation of our System, we may condition your right to buy or lease goods or services (besides those described above that you may obtain only from us, our affiliates or other specified exclusive sources) on their meeting our minimum standards and specifications, or being purchased from suppliers that we approve.

We will formulate and modify standards and specifications based on our affiliates' and our franchisees' experience in operating Wild Eggs restaurants. Our standards and specifications may impose minimum requirements for production, performance, reputation, prices, quality, design, and appearance. The criteria for our approving suppliers are made available to you in our Manual and other written communications which identify our standards and specifications. We will also notify you of all approved suppliers.

We and our affiliates have the right to receive payments from suppliers on account of their actual or prospective dealings with you and other franchisees. We, our affiliates, and our franchisees (if eligible) may use such payments received without restriction and for any purposes (unless otherwise agreed to with the supplier), so long as any use of funds is not in violation of the terms of any agreement between franchisor and franchisee.

Collectively, purchases and leases from us, our affiliates or designated or approved suppliers that must meet our specifications represent approximately 90% of your overall purchases and leases in establishing the Business and 70% of your overall purchases and leases in operating the Business. We receive certain volume incentives from our primary supplier (Sysco Foods) on account of total system-wide purchases of required and approved items by our affiliates and our franchisees. During its fiscal year, which ended on December 31, 2024, our affiliate, Wild Eggs Operations, LLC received 290,037 in volume incentives, which represented 1.2% of its total revenues of $24,413,930.

There currently are no purchasing or distribution cooperatives. We may negotiate purchase agreements with suppliers (including price terms), for the benefit of the System. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers. We make no guaranty, warranty, or promise that we will obtain the best pricing or most advantageous terms on behalf of Wild Eggs restaurants. We are not responsible or liable if a supplier's or distributor's products or services fail to conform to or perform in compliance with the Manual Standards or our contractual terms with the supplier or distributor.

We may also require you to participate in company-wide promotions as specified in our Manual.

Insurance

You must obtain and maintain, at your own expense, the insurance coverage that we periodically require and satisfy other insurance-related obligations. You currently must carry Commercial General Liability Insurance, which can include bodily injury liability (for injuries to other people in connection with your business), property damage (for damage to the property of others), personal injury liability (for wrongful entry, libel, slander, false arrest), advertising liability (for publishing inaccurate information resulting in slander or libel, violation of privacy, wrongful copying and infringement), legal defense, product liability, products/completed operations, and contracts. Coverage may vary depending on space, size or location of your Wild Eggs restaurant. You should establish requirements with landlord or property owner the required minimums for your location, any coverage required by law, or by your lease. Premiums depend on the insurance carrier's charges, terms of payment, and your history. All insurance policies must name us as additional insured parties. The chart below cites minimum required coverage. Refer to the Manual for all required, suggested and optional insurance. You shall furnish a certificate of insurance or other evidence of the renewal of extension of each such insurance policy required by us. If you should fail to obtain or maintain the insurance required by the Franchise Agreement for any reason, we have the right and authority (without, however, any obligation to do so) to procure the insurance. If we do so, you must pay us the full premium paid, plus all of our actual administrative costs upon demand.

Commercial General Liability	$1,000,000	Per Occurrence
	$2,000,000	In the Aggregate
Products and Completed Operations	$1,000,000	Per Occurrence
	$2,000,000	In the Aggregate
Personal/Advertising Injury Limit	$1,000,000	Per Occurrence
	$1,000,000	In the Aggregate
Umbrella	$1,000,000	In the Aggregate
Tenants Liability	$500,000	Per Occurrence
Medical Expense Limit	$10,000	Per Occurrence
Employment Practices Liability	$100,000	In the Aggregate
Workers' Compensation	$1,000,000	In the Aggregate
Liquor Liability	$1,000,000	Per Occurrence
	$2,000,000	In the Aggregate
Fire Damage	To cover building and property	Not less than per Occurrence
Cyber Liability	$1,000,000	In the Aggregate
Business Interruption Insurance	$100,000	Not less than Per Month
Comprehensive Crime and Employee Dishonesty Insurance	$25,000	Per Occurrence
Sign Coverage	To cover sign not attached to building	Not less than per Occurrence
Water Sewer Backup Coverage	$15,000	Per Occurrence
Electronic Data Equipment and POS Coverage	$30,000	Per Occurrence
Food or Beverage Spoilage	$25,000	Per Occurrence
Monies and Securities (on and off premises)	$10,000	Per Occurrence
Automobile Liability Insurance (if automobile is owned, non- owned, rented, scheduled or hired by the business)	$1,000,000	Per Person
	$1,000,000	Per Accident
	$500,000	Per Occurrence
	$1,000,000	General Liability per Occurrence
Business Income and Extra Expense	Actual Loss Sustained	Per Occurrence with 12 month limitation, 24 hour waiting period, and extension for off-premises utility services to include overhead transmission lines. To also include shut down from food contamination.

Advertising Materials

Before you use any advertising, promotional, and marketing materials that we have not prepared or previously accepted, you must send us samples for review. If you do not receive written rejection within 5 business days of us receiving time sensitive publications such as newspapers and press releases, 14 business days of us receiving monthly publications and coupons, and 30 days of us receiving exterior signage and banners, they are deemed to be accepted. You may not use any advertising, promotional, or marketing materials that we have not accepted or that we have rejected. You must follow the procedure for pre-approval of proposed advertising, promotional, and marketing materials as described in the Manual.

Restaurant Site

Your Wild Eggs restaurant must be located at a site that we accept. We must also accept your lease or sublease for the site, and we have the right to reject a proposed lease or sublease, and/or to require that it include certain provisions. You and your landlord must enter into our required form of lease addendum in connection with the execution of your lease, a copy of which is attached as Exhibit G.

Restaurant Development

You must develop and construct your Wild Eggs restaurant. We will give you mandatory and suggested specifications and layouts for a Wild Eggs restaurant, including requirements for dimensions, design, image, interior layout, décor, Operating Assets, and color scheme. These specifications and layouts might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act ("ADA") or similar rules governing public accommodations for person with disabilities. You must prepare a site survey and all required construction or remodeling plans and specifications for the location of your Wild Eggs restaurant, and make sure that they comply with the ADA and similar rules, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. We may review and approve all final specifications and plans before you begin constructing or remodeling the restaurant and all revised or "as built" specifications and plans during construction or remodeling. Our review is only to ensure your compliance with our design requirements. We may inspect the restaurant at any time during its development.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation		Section in Franchise Agreement	Multi-Unit Agreement[1] Sections	Disclosure Document Item
(a)	Site selection and acquisition/lease	X.U and XVIII.B	5, 6, 7	7, 8, 11 and 12
(b)	Pre-opening purchases/leases	X.A and X.I	None	6, 7, 8 and 11
(c)	Site development and other pre-opening requirements	X and XVIII	1, 3, 4, 9	7 and 11
(d)	Initial and ongoing training	X.V and XVIII.A	10	5, 6, 7 and 11
(e)	Opening	VII.C,VIII.D, and X.G	None	11
(f)	Fees	VI, VII.A, VIII	3	5, 6 and 7
(g)	Compliance with standards and policies/Manual	X, XVIII.G and XXIII.N	None	8 and 11
(h)	Trademark and proprietary information	III, XIII and XIV	12	1, 13 and 14

Obligation	Section in Franchise Agreement	Multi-Unit Agreement[1] Sections	Disclosure Document Item
(i) Restrictions on products/entertainment services offered	X	None	8, 11, 12 and 16
(j) Warranty and customer service requirements	X		None
(k) Territorial development and sales quotas	None	None	None
(l) On-going product/ entertainment service purchases	X.I	None	6, 8, 11 and 16
(m) Maintenance, appearance and remodeling requirements	X.E	None	6, 8, 11 and 17
(n) Insurance	XI	None	6, 7, 8 and 11
(o) Advertising	VIII.B, VIII.C, VIII.D and VIII.E		6, 7, 8 and 11
(p) Indemnification	XVI		6
(q) Owner's participation/ management/staffing	X.A, X.F, X.K	None	11 and 15
(r) Records and reports	XII	None	6
(s) Inspections and audits	X.S and XII	None	6 and 11
(t) Transfer	XX	None	6, 17
(u) Renewal	V.B	None	6, 17
(v) Post-termination obligations	XXII	None	17
(w) Non-competition covenants	XVII	18, 20	15 and 17
(x) Dispute resolution	XXIV.D.	None	17

ITEM 10

FINANCING

We do not offer direct or indirect financing to franchisees. We will not guarantee your note, lease, or other obligation.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Before you open your Franchised Business, we:

1. Will accept or reject the location you propose within 30 business days after receiving your description of, and evidence confirming your favorable prospects for obtaining a lease for, the proposed site. We will use reasonable efforts to help analyze your market area, to help determine site feasibility and to assist in designating the location, although we will not locate the site, conduct site selection activities for you, or negotiate the purchase or lease of the site for you. Neither we, nor our affiliates own any premises that we would lease to franchisees. The site must meet our criteria for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; size; appearance; and other physical and commercial characteristics. (Franchise Agreement – Section VII.B, X.U)

2. Will accept or reject your proposed lease. You must sign a lease for the premises of your Wild Eggs restaurant that meets our requirements within 60 days after you have executed the Franchise Agreement. (Franchise Agreement – Section VII.E, X.G., XVIII.B)

   If you do not locate and sign a lease that we have approved or a purchase document for an acceptable site for the premises of your Wild Eggs restaurant within 60 days after you sign your Franchise Agreement, we will have the right to terminate the Franchise Agreement. (Franchise Agreement – Section X.G)

3. Will provide you with mandatory and suggested specifications and layouts for a Wild Eggs restaurant, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, appliances, signs, furnishings, finishes, televisions and color scheme. We will not assist you with conforming your premises to local ordinances, and/or building codes, obtaining any required permits, or constructing, remodeling or decorating the premises. (Franchise Agreement – Section X, XVIII.C)

4. Will identify the Operating Assets, and other products, services, and supplies that you must use to develop and operate your Wild Eggs restaurant, the minimum standards and specifications that you must satisfy, and the designated or approved suppliers from whom you must or may buy or lease these items. As disclosed above, we provide written specifications for these items in the Manual. We will not either deliver or install these items unless we agree otherwise. (Franchise Agreement – Sections X, XVIII.E, XVIII.F)

5. May advise you with respect to your Wild Eggs restaurant's grand opening marketing and advertising program. (Franchise Agreement – Section VIII.D)

6. Train you (or your managing owner) and up to three of your manager-level employees. (Franchise Agreement – Section X.V and XVIII.A.) We will describe this training later in this Item.

7. Provide you with a Start-Up Packet within 30 days after you complete the initial training program that includes four long sleeve Wild Eggs logo button-downs, four Wild Eggs logo jackets or golf wind breakers, four Wild Eggs logo hats, and Wild Eggs generic business cards. (Franchise Agreement – Section XVIII.I)

Training

If this is your first Wild Eggs restaurant, then before the restaurant opens, we will train you (or your managing owner) and up to three of your manager-level employees on operating a Wild Eggs restaurant. We will provide approximately eight weeks of training (the specific number of days depends on our opinion of your experience and needs) at our training facility in Louisville, Kentucky or another location we designate and/or at an operating Wild Eggs restaurant. We provide initial management training for you (or your managing owner) and three of your manager-level employees at no additional charge. If you wish to have additional persons (in addition to the four noted above) attend training, up to a maximum of six persons, attending training concurrently, you must pay $125 per person per day to attend the training program. If any attendee is not certified by us at the end of the training program, they may repeat the program, and you will pay for their additional training at a cost of $125 per person per day. You also must pay for all travel and living expenses that you and your employees incur and for your employees' hourly wages and/or salaries (if applicable), and workers' compensation insurance during training.

In order for training to begin, you shall have received a Certificate of Occupancy and Health Department approval for the restaurant premises, and all equipment, furniture and fixtures shall be in place and functioning.

All required attendee(s) must complete training to our satisfaction before you may open your Wild Eggs restaurant. We plan to be flexible in scheduling training to accommodate our personnel, you, and your personnel and, in all events, we will schedule the training in sufficient time in order to enable you to open your Wild Eggs restaurant within 90 days for a conversion of an existing restaurant or 150 days for a box build-out from the date that you sign a lease for the location of your Wild Eggs restaurant.

As of the date of this disclosure document, we provide the following initial training program:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Classroom Training			
Introduction, History, Philosophy, and Training Program Overview of Wild Eggs®	2	0	Louisville, Kentucky
Use of the Manual	2	0	Louisville, Kentucky
Pre-Opening Procedures	3	0	Louisville, Kentucky
Policies and Procedures	2	0	Louisville, Kentucky
Food Inventory/Ordering	2	0	Louisville, Kentucky
Industry Compliance – Codes, Sanitation and Cleaning	1	0	Louisville, Kentucky
Restaurant Management (Including Customer Service)	8	0	Louisville, Kentucky
Computer Systems/Toast University (Introduction To)	2	0	Louisville, Kentucky
Advertising/Marketing	3	0	Louisville, Kentucky
MIT Training			
On-The-Job Training	0	335	Louisville, Kentucky
Total	35	335	260 Hours Total

Will Rush, our Senior Director of Company Support Manager, and assistant trainers will conduct, participate, or personally oversee all training. Mr. Rush has been involved in the operations of Wild Eggs restaurants since 2009. The Operations Manual will be used as the principal instruction material. The Operations Manual consists of approximately 464 pages and its table of contents is attached as Exhibit H.

Training classes are held on an as-needed basis, either at one of our affiliate's locations, or at our offices in Louisville, Kentucky. All required attendees must successfully complete this phase of training. Additional training, which may be virtual or in-person, may be held prior to your opening or after you have opened the restaurant. Such training may be mandatory at our discretion.

When your Wild Eggs restaurant is ready to open, we will at our cost send two corporate representatives to assist with the opening and additional supervision for a period of up to 15 days. These trainers will assist in the setup and opening of the Franchised Business and their total cost of travel, food and lodging will be paid by us.

At our option, key personnel subsequently employed by you shall also complete to our satisfaction, the management training program. You (or your managing owner), all restaurant managers and/or other previously trained and experienced employees must also attend and satisfactorily complete various training courses that we periodically provide at the times and locations we designate or by digital format, video, webinars, computer software, other electronic media or online/virtual means. We will not require attendance for more than a total of five days during a calendar year. Besides attending these courses, you must attend an annual meeting, which may be virtual or in-person, of all franchisees at a location we designate, or by online/virtual methods. We will not require attendance at the annual meeting for more than three days during any calendar year. We may also require newly hired managers to complete the initial training program. You are responsible for all related travel and living expenses, and hourly wages and/or salaries (if applicable) for all attendees. We may also require executive chefs to attend an annual meeting/training, which may be virtual or in-person, for new menu recipes and/or a new menu rollout.

Opening

We estimate that it will be 150 to 270 days after you sign the Franchise Agreement, before you open your Wild Eggs restaurant. You must sign a lease for an acceptable site within 60 days after the Franchise Agreement's effective date, and we may terminate the Franchise Agreement if you fail to sign a lease within the 60-day period. The specific timetable for opening depends on the site's condition; the restaurant's construction schedule; the extent to which you must upgrade or remodel an existing location; the delivery schedule for equipment and supplies; completing training; and complying with local laws and regulations. You may not open your Wild Eggs restaurant until: (1) we notify you in writing that the Business premises meets our standards and specifications; (2) you complete the initial training program to our satisfaction; (3) you pay the Initial Franchise Fee and other amounts then due us; and (4) you supply us with copies of all certificates for all required insurance policies, copies of all required industry-specific certifications and/or licenses, and copies of appropriate government approvals, permits, and licenses. Subject to these conditions, you must open your Wild Eggs restaurant within 270 days from the effective date of your Franchise Agreement. (Franchise Agreement – Section X.G)

During your operation of the Franchised Business, we:

1. May advise you regarding your Wild Eggs restaurant's operation based on your reports and our inspections. We also will guide you on standards, specifications, and operating procedures and methods used by a Wild Eggs restaurant; purchasing required and authorized Operating Assets, Proprietary Products, and other items, and arranging for their distribution to you; advertising and marketing materials and programs; employee training; and administrative, bookkeeping,

accounting, and inventory control procedures. We will guide you in the Manual; bulletins and other written materials; by electronic media; by telephone consultation; and/or at our office or your Wild Eggs restaurant. (Franchise Agreement – Sections X.A and XVIII)

2. May give you, at your request (and our option), additional or special guidance, assistance, and training. (Franchise Agreement – Section X.V and XVIII.D)

3. Will continue to loan you one copy of the Manual, which could include digital content, video, webinars, computer software, other electronic media or online/virtual means, and/or written materials. We may provide you with recommended pricing schedules from time to time. We reserve the right to require that you comply with minimum pricing if you participate in certain promotions. (Franchise Agreement – Sections X.A and XVIII.E)

4. May issue and modify System Standards, products and services for Wild Eggs restaurants. We periodically may modify System Standards, which may accommodate regional or local variations, and these modifications may require you to invest additional capital in the Business or incur higher operating costs. (Franchise Agreement – Sections X.A, X.H, X.O, and XVIII)

5. Will provide you with the specifications for the required renovation, remodel, and refurbishment of your Wild Eggs restaurant, to occur every five years, half-way through length of term of your Franchise Agreement; painting and kitchen upgrades. These modifications will require you to invest additional capital in the Business. (Franchise Agreement – Section X.E)

6. May inspect the Wild Eggs restaurant from time to time and observe its operation to help you comply with the Franchise Agreement and all System Standards. We will also be available by phone to help resolve operating problems you may encounter. (Franchise Agreement – Sections X.S and XII.B)

7. May offer refresher management training courses from time to time at our discretion. At our discretion, you and your employees must attend these courses, in person or by virtual training sessions, as we may specify. We do not assist you in hiring your employees. (Franchise Agreement – Sections X.V and XVIII.D)

National Advertising and Development Fund

We have the right to establish a National Advertising and Development Fund (the "Fund") for advertising, marketing, and public relations programs and materials we deem appropriate. When established, you must contribute to the Fund, on a weekly basis, 0.5% of your Gross Sales. Any Wild Eggs restaurants that we or our affiliates own will contribute to the Fund on the same basis as comparable franchisees. We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with Wild Eggs restaurants and with whom we have agreed that we will deposit these allowances.

We will direct all programs financed by the Fund, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. We reserve the option of using an in-house advertising department or a national or regional advertising agency. The Fund may pay for preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining an electronic commerce Website and/or related strategies; administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising; using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Fund may advertise locally, regionally, and/or nationally in printed materials, on radio or television, and/or on the Internet, whatever we think best. The Fund periodically will give you samples of the advertising, marketing, and promotional formats and materials produced by the fund as part of its activities at no cost. We will sell you multiple copies of these materials at our cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Fund separately from our other funds and not use the Fund for our general operating expenses. However, we may use the Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Fund, the Fund's other administrative costs, travel expenses of personnel while they are on Fund business, meeting costs, overhead relating to Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs, including conducting market research; public relations; preparing advertising, promotion, and marketing materials; and collecting and accounting for Fund contributions. We may also use the Fund to pay for the creative and production costs for such items as billboard design, radio and video production, public relations campaigns, copy for newspaper, magazine advertisements, flyer, and virtual advertisements, and other promotional material.

The Fund is not our asset. The Fund also is not a trust. We have no fiduciary obligation to you for administering the Fund. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. If not all of the advertising funds are spent in the year they accrue, we will carry the balance over into the next year. We will use interest earned on Fund contributions to pay costs before spending the Fund's other assets. We will not use Fund contributions for advertising that principally is a solicitation for the sale of franchises. We will prepare an annual, unaudited statement of Fund collections and expenses, and provide you with a copy upon your written request. We may also have the Fund audited annually, at the Fund's expense, by an independent certified public accountant, but we are not required to do so. We may incorporate the Fund or operate it through a separate entity as we think best. The successor entity will have all of the rights and duties described herein.

The purpose of the Fund is to maximize recognition of the Marks and patronage of Wild Eggs restaurants. Although we will try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Wild Eggs restaurants, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by Wild Eggs restaurants operating in that geographic area or that any Wild Eggs restaurant benefits directly or in proportion to its Fund contributions from the development of advertising and marketing materials or the placement of advertising, or that any advertising is placed in your Protected Area. We may use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to maintaining, directing, or administering the Fund.

We may at any time defer or reduce your Fund contributions and, upon 30 days prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will distribute all unspent monies to franchisees, and to us and our affiliates, in proportion to their, and our, respective Fund contributions during the preceding 12-month period. (Franchise Agreement – Section VIII.B)

During fiscal year 2024, the Fund had not yet been established and there were no contributions to or expenditures from the Fund.

We do not currently have a franchisee advisory council that advises us on advertising policies.

Your Local Advertising

In addition to your Fund contributions, if any, and your grand opening marketing and advertising obligation, you must spend at least 1% of the Business's Gross Sales to advertise and promote your Wild Eggs restaurant (including the costs of virtual classified business advertising). Within 25 days after the end of each month, you must send us, in the manner we prescribe, an accounting of your expenditures for local advertising and promotion during the preceding month. Your local advertising and promotion must follow our guidelines. All advertising and promotional materials developed for your Wild Eggs restaurant must contain notices of our Website's domain name in the manner we designate. You may not develop, maintain, or authorize any Website that mentions or describes you or the Business or displays any of the Marks.

All advertising, promotion, and marketing must be completely clear, factual, and not misleading, and must conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we periodically require. Before you use any advertising, promotional and marketing materials that we have not prepared or previously accepted, you must send us or our designated agency samples for review. If you do not receive written rejection within 5 business days of our receipt of time sensitive publications, such as newspaper and press releases, 14 business days of our receipt of monthly publications and coupons, and 30 days of our receipt of exterior signage and banners, they are deemed to be accepted. You may not use any advertising, promotional, or marketing materials that we have not accepted or have rejected.

You may list and advertise, if you so choose, your Wild Eggs restaurant in a classified telephone directory distributed within the restaurant's market area (in designated business classifications) and you must use an approved form of classified telephone directory advertisement. You must list and advertise the restaurant in at least one recommended virtual directories broadcast (in designated business classifications) and use an approved format of virtual posting and/or advertisement. If other Wild Eggs restaurants are located within the directory's distribution area and/or broadcast area, you must participate in a collective telephone directory advertisement and/or/collective virtual directory advertisement with those restaurants and pay your share. (Franchise Agreement – Section VIII.C)

Technology

We require each Wild Eggs restaurant to be equipped with our approved Tech-Stack. Our designated vendor, FRS Pros, provides a full, turnkey installation and setup of the entire Tech-Stack requirements. FRS Pros is a national firm that provides custom tailored setups and installations. If you choose one or more other vendors, you must allow us to inspect all vendor work, installation, and solutions to ensure all our minimum requirements are met satisfactorily. The Tech-Stack includes the Toast POS Solution, Microsoft Office365, infrastructure and networking, computer system, audio visual system, backup systems, security system and surveillance system.

We will have independent access to the information and data stored on your POS system via certain software, integrations, and/or applications that you must purchase from the approved solutions provider or an approved third party, and we will have the right to use for this information and data in any manner we deem appropriate. Currently, Restaurant365 is the only approved vendor for third party sales, inventory, performance, and labor reporting.

The Tech-Stack and all solution providers will generate reports on the sales and expenses of the restaurant, will manage menus, pricing, inventory, labor, credit card payments, online ordering, time-entry, tables, scheduling, margins, and integrations. It will communicate to all staff and management with these solutions. A complete, newly-installed Tech-Stack will involve the following costs:

- CapEx - Hardware, POS, printers, facility wiring, fabrication, mounts, KDS, etc.
  - One Time Investment of $65,000-$75,000
- Fees – All Toast modules, third-party integrations, Internet, phones, TV, music, Office365, etc.
  - Monthly cost of $1,800 - $2,200
- First Year of FRS Complete Care (full coverage maintenance & support - 24x7 for Tech-Stack)
  - Monthly Costs of $350 (optional, but recommended)

We reserve the right to change the Tech-Stack requirements at any time. There are no contractual limitations on the frequency and cost of this obligation, and we will not reimburse you for any of these costs.

ITEM 12

TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The franchise in the single unit Franchise Agreement is granted to you to be operated at one location only. The Multi-Unit Agreement, if you sign up under that program, requires you to sign a series of single unit Franchise Agreements, each to be operated at one location only. We do not and will not operate for ourselves or our affiliates, nor give a franchise to somebody else to operate a Wild Eggs restaurant within the Protected Area more specifically described in Exhibit A of the Franchise Agreement for the term of the Franchise Agreement. This exclusivity, in either the single unit or Multi-Unit Franchise Agreement does not preclude us, either as a company unit or through another franchisee, from placing other concepts that may be owned by us now or in the future in your Protected Area or from entering into agreement for the sale of our products in non-traditional locations. The altering of your Protected Area will only happen if we both agree and it is not dependent on a certain sales volume or any other condition.

You will be granted a defined protected area around the location of your Wild Eggs restaurant (the "Protected Area"). We will describe the Protected Area in your Franchise Agreement before you sign it and, except as disclosed herein, we do not have the right to alter the Protected Area.

You will locate and operate your Wild Eggs restaurant at a specific location within the Protected Area that we first must approve. You may operate your Wild Eggs restaurant only at the approved location and may not relocate the location without our approval. We may allow you to relocate your Wild Eggs restaurant to another location within the Protected Area, provided that it does not encroach upon the territorial rights of either another franchisee, us or our affiliates, and subject in all cases to our express prior written approval.

We will determine the size and boundaries of the Protected Area in our discretion, based on factors such as population density, character of neighborhood, location and number of competing businesses and other factors. Your Protected Area may be defined by one or more sip codes, county or city boundaries, or fixed geographical boundaries such as rivers, streets or highways, or may be identified by a map. When determining the Protected Area, we generally use demographic statistics provided by the U.S. Census Bureau.

If your Wild Eggs restaurant is located at a strip shopping center, lifestyle center, or free-standing location, you will generally receive a defined Protected Area consisting of a three mile radius and a six mile diameter (excluding any enclosed shopping malls, airports, hospitals, educational facilities, sports complexes or business complexes, hereinafter referred to as a “Complex”). Any downtown location shall have a Protected Area of only 3 blocks in any direction.

This definition of the Protected Area does not include competition from Wild Eggs restaurants located within Complexes such as enclosed malls, airports, hospitals, educational facilities, sports complexes or business complexes, which are exclusive within each individual Complex and do not infringe on other territories. We reserve the right to open and to franchise Wild Eggs restaurants in these Complex locations and shall not be considered infringing on any franchisee’s defined Protected Area.

We will not, so long as the Franchise Agreement is in force and effect, and you remain in full compliance with all of the terms of the Franchise Agreement, and subject to the exceptions regarding Complexes described in the paragraph immediately above and the further reservation of our rights set forth below in this Item 12, license or establish another Wild Eggs restaurant to conduct business at a location within your Protected Area.

You must operate your Wild Eggs restaurant from a single location and conducting business outside of the Protected Area will be considered a material default under the Franchise Agreement; however, you have the right to use any channels of distribution (other than the Internet) to make sales, and you may accept customers from outside your Protected Area.

You do not receive the right to obtain additional franchises in the Protected Area.

You may not engage in any restaurant business other than the Wild Eggs restaurant business without our prior written consent, and you may not be engaged in any other business whatsoever within your Protected Area without our prior written consent.

Except as expressly disclosed above and subject to the reservation of our rights set forth below in this Item 12, and provided that you are in full compliance with the Franchise Agreement, we and our affiliates will not operate or grant a franchise for the operation of another Wild Eggs restaurant at a location within your Protected Area during the term of the Franchise Agreement. Except as expressly limited by the previous sentence, we and our affiliates retain all rights with respect to Wild Eggs restaurants, the Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire, including but not limited to:

1. the right to provide, offer and sell and to grant others the right to provide, offer and sell goods and services that are identical or similar to and/or competitive with those provided at Wild Eggs restaurants, whether identified by the Marks or other trademarks or service marks, through dissimilar or alternate channels of distribution (including grocery businesses and the internet, or similar electronic media) both inside and outside your Protected Area and on any terms and conditions we deem appropriate;

2. the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services from those offered at Wild Eggs restaurants, both inside and outside your Protected Area, whether under the Marks or under any other trademarks or trade dress, and on any terms and conditions we deem appropriate;

3. the right to operate, and to grant others the right to operate Wild Eggs restaurants located anywhere outside your Protected Area under any terms and conditions we deem appropriate and regardless of proximity to the Business;

4. the right to operate and grant others the right to operate Wild Eggs restaurants at any Complex within and/or outside your Protected Area on any terms and conditions we deem appropriate.

5. the right to acquire the assets or ownership interests of (or otherwise acquire regardless of the form of transaction) one or more businesses providing products and services similar to those provided at Wild Eggs restaurants, and operating, franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in your Protected Area), whether under the Marks or under any other trademarks or trade dress; and

6. the right to be acquired (whether through acquisition of assets, ownership interests or otherwise regardless of the form of transaction), by a business providing products and services similar to those provided at Wild Eggs restaurants, or by another business, even if such business operates, franchises and/or licenses competitive businesses in your Protected Area.

We are not required to pay you if we exercise any of the rights specified above.

On renewal or transfer of your Franchise, your Protected Area may be modified. Depending on the then-current demographics of the Protected Area, and on our then-current standards for Protected Areas, if your Protected Area is larger than our then-current standard Protected Area, we may require you or the transferee to accept a renewal agreement with a smaller Protected Area or a transfer Protected Area smaller than the then-current Protected Area.

You have no options, rights of first refusal, or similar rights to acquire additional franchises.

Although we and our affiliates have the right to do so (as described above), we and our affiliates have not operated or franchised, and presently have no plans to operate or franchise, other businesses selling or leasing similar products or services under different names than Wild Eggs®.

ITEM 13

TRADEMARKS

You may use certain Marks in operating the Business. We have registered the following Marks on the Principal Register of the United States Patent and Trademark Office ("USPTO").

MARK	REGISTRATION NUMBER	REGISTRATION DATE
Wild Eggs	3525145	October 28, 2008
	3525299	October 28, 2008

We have filed and intend to file all required declarations of use and renewal filings necessary to continue the above registrations.

You must follow our rules when you use the Marks, including giving proper notices of trademarks and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use the Marks in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in selling any unauthorized services or products; or as part of any domain name, homepage, electronic address, or otherwise in connection with a Website.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Marks and there are no agreements that may limit your use of the Marks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

We will take any appropriate action, in our sole discretion, to preserve the Marks against unauthorized operations which infringe on such Marks.

You must notify us immediately of any apparent infringement or challenge to your use of the Marks, or of any trademark claim of any rights in the Marks, and you may not communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim. You must assist us in protecting and maintaining our interests in any litigation or PTO or other proceeding.

If it becomes advisable at any time for us and/or you to modify or discontinue using the Marks and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing your signs, for any loss of revenue due to modification or discontinuance of the Marks, or for your expenses of promoting a modified or substitute trademark or service mark.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the operation of your Wild Eggs restaurant.

We claim copyrights in the Manual (which contains our trade secrets), advertising and marketing materials, menus, and similar items used in operating Wild Eggs restaurants, including proprietary items. We have not registered these copyrights with the United States Registrar of Copyrights but need not do so at this time to protect them. You may use these items only as we specify while operating your Wild Eggs restaurant (and must stop using them if we so direct you).

There currently are no effective adverse determinations of the USPTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if in the system's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

The Manual and other materials contain our confidential information (some of which constitute trade secrets under applicable law). This information includes site selection criteria; recipes for Proprietary Products; training and operations materials; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Wild Eggs restaurants; marketing and advertising programs for Wild Eggs restaurants; any computer software or similar technology that is proprietary to us or the system; knowledge of specifications for and suppliers of Operating Assets, Proprietary Products, and other products and supplies; knowledge of the operating results and financial performance of Wild Eggs restaurants other than your Wild Eggs restaurant; and graphic designs and related intellectual property.

All ideas, concepts, techniques or materials concerning a Wild Eggs restaurant, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the system, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent improper disclosure to others and use non-disclosure and non-competition agreements with those having access whether during or after the term of your Franchise Agreement(s). We may regulate the form of agreement that you use and we must be a third party beneficiary of that agreement with independent enforcement rights.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must maintain a competent, conscientious, certified trained staff, including at least three fully trained, certified full-time general managers (which may include your owners) of the Wild Eggs restaurant with responsibility for direct, on-premises supervision of the restaurant. You (or your designated general manager) must devote full time and efforts to the management and supervision of the Business. You must at all times faithfully, honestly, and diligently perform your contractual obligations and use best efforts to promote and enhance the Business. If you are a legal entity, you must appoint a shareholder, member, or partner (as applicable) to be your managing owner, responsible for overseeing and supervising the operation of the restaurant, including any general manager.

You are required to belong to certain industry associations, including your local state's restaurant association, as specified in the Manual. Other optional industry associations are listed in Manual.

You must keep us informed via email at all times of the identity and personal contact information of any and all supervisory employees acting as managers, assistant managers and shift leaders of the Business. Your managers, assistant managers and shift leaders need not have an equity interest in the restaurant or you but must agree in writing to preserve confidential information to which they have access and not to compete with you, us, and other franchisees. We may regulate the form of agreement that you use and be a third party beneficiary of that agreement with independent enforcement rights.

If you are a legal entity, the principal owners must personally guarantee your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete. This "Personal Guaranty and Assumption of Obligations" is Exhibit B to the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT FRANCHISEE MAY SELL

You must offer and sell only those Items that we have approved, and you must use all approved services and products that we designate as required for all franchisees, as specified in the Manual. You may not offer or sell any items or use any services and products that we have not authorized or approved. Our System Standards may regulate required and/or authorized Items and Proprietary Products; unauthorized and prohibited items, services and products; purchase, storage, preparation, handling, presenting procedures for items and Proprietary Products; and inventory requirements for items and Proprietary Products and other products and supplies so that your Wild Eggs restaurant operates at full capacity. We periodically may change required and/or authorized Items and Proprietary Products. There are no limits on our right to do so.

We do not impose any restrictions or conditions that limit your access to customers, provided that you use only approved advertising and channels of distribution; however, you may not offer, sell or provide any items, services or products other than at or from your Wild Eggs restaurant location.

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

The tables list important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

PROVISION	SECTION IN FRANCHISE AGREEMENT	ARTICLE IN MULTI UNIT AGREEMENT	SUMMARY
(a) Length of the franchise term	V.A	2	FA: 10 years from the effective date of the Franchise Agreement. MUA: As negotiated.
(b) Renewal or extension of the term	V.B	17	FA: If you are in full compliance with all terms and conditions, and are eligible for renewal, you may acquire two successor franchise terms of five years each (for a total of ten additional years). MUA: If you are in full compliance with all terms and conditions, we may negotiate terms of an additional MUA with you.

PROVISION	SECTION IN FRANCHISE AGREEMENT	ARTICLE IN MULTI UNIT AGREEMENT	SUMMARY
(c) Requirements for franchisee to renew or extend	V.B	N/A	FA: Give us at least six months prior notice; maintain possession of restaurant premises or find acceptable substitute premises; remodel restaurant according to our then-current standards (regardless of cost); pay our required renewal fee; and sign our then-current franchise agreement, which may contain terms and provisions that are materially different from the Franchise Agreement, such as different fee requirements and territorial rights; execute a release (subject to applicable state law); and execute other documents we use to grant franchises. In addition, you must attain, during the last 12 months of the then current term of the Franchise Agreement, Gross Sales of not less than 75% of the chain median (including both company or affiliate owned and franchised outlets) over the same period and receive an average score of at least 85% on audits and mystery diners at your Wild Eggs restaurant over the prior three year period in order to renew. MUA: Give us 60 days' notice and not be in default of any agreements with us.
(d) Termination by franchisee	Not applicable	Not applicable	Subject to state law, you may not terminate either the Franchise Agreement or Multi Unit Agreement.
(e) Termination by franchisor without cause	XXI.B	Not applicable	We may not terminate either the Franchise Agreement or the Multi Unit Agreement without cause.
(f) Termination by franchisor with cause	XXI.A	13	We may terminate your agreement only if you or your owners commit one of several violations.
(g) "Cause" defined – curable defaults	XXI.A	N/A	You have 72 hours upon receipt of notification to cure health, safety, or sanitation law violations; 10 days upon receipt of notification to cure monetary defaults and failure to maintain required insurance; 30 days to cure operational defaults and other defaults not listed in (h) below.
(h) "Cause" defined – non-curable defaults	XXI.B	13. A & B	FA: Non-curable defaults include: misrepresentation in acquiring the franchise; failure to secure a site within 60

PROVISION	SECTION IN FRANCHISE AGREEMENT	ARTICLE IN MULTI UNIT AGREEMENT	SUMMARY
			days after Franchise Agreement's effective date; failure to complete training; abandonment; unapproved transfers; conviction of or plea of *nolo contendere to* a felony or crime of moral turpitude; dishonest or unethical conduct; unauthorized use or disclosure of the Manual or other confidential information; failure to pay taxes when due; understating Gross Sales; repeated defaults (even if cured); an assignment for the benefit of creditors; appointment of a trustee or receiver; and violation of any anti-terrorism law. MUA: Non-curable defaults include: misrepresentation in acquiring the franchise; unapproved transfers; an assignment for the benefit of creditors; appointment of a trustee or receiver; noncompliance with the Development Schedule; violation of law; deviation from design plans; violation of terms of MUA; default under another agreement with us.
(i) Franchisee's obligations on termination/ nonrenewal	XXII	N/A	Obligations include paying outstanding amounts; complete de-identification; immediately ceasing to operate the Business; assigning telephone and other numbers; and returning confidential information (also see (o) and (r) below).
(j) Assignment of contract by franchisor	XX.B	16	No restriction on our right to assign; we may assign without your approval.
(k) "Transfer" by franchisee – definition	XX.A	N/A	Includes transfer of Franchise Agreement, the restaurant (or its profits, losses or capital appreciation), or the restaurant's assets, and ownership change in you or your owners.
(l) Franchisor approval of transfer by franchisee	XX.A	16	No transfer without our prior written consent.
(m) Conditions for franchisor approval of transfer	XX.A	N/A	Transferee qualifies; you pay us, our affiliate(s), and third party vendors all amounts due and submit all required report; no default during 60-day period before transfer request or during period between request and transfer's proposed effective date; transferee (and its owners and affiliates)

PROVISION	SECTION IN FRANCHISE AGREEMENT	ARTICLE IN MULTI UNIT AGREEMENT	SUMMARY
			are not in a competitive business; training completed; lease transferred; you or transferee signs our then-current franchise agreement, which may contain terms and provisions that are materially different from the Franchise Agreement, and other documents; transfer fee paid; you sign release (subject to applicable state law); we approve material terms; you subordinate amounts due to you; you de-identify; you correct existing Business deficiencies of which we notify you on punch list; and transferee agrees to upgrade and remodel restaurant within specified timeframe after transfer (also see (r) below).
(n) Franchisor's right of first refusal to acquire franchisee's business	XX.D	N/A	We may match any offer for your Wild Eggs restaurant or an ownership interest in you.
(o) Franchisor's option to purchase franchisee's business	X.A	N/A	We may purchase any or all of the assets of your Wild Eggs restaurant at the then-current book value after the Franchise Agreement is terminated or expires (without renewal).
(p) Death, mental or physical disability of franchisee	XX.C	13	FA: Assignment of franchise or an ownership interest in you to approved party within 9 months; we may manage Business if there is no qualified manager. MUA: MUA terminates immediately upon death.
(q) Non-competition covenants during the term of the franchise	XVII.B	N/A	No diverting business; no ownership interest in, or performing services for a competitive business anywhere ("competitive business" means any business which is the same as or substantially similar to a Wild Eggs restaurant (i.e. a restaurant establishment featuring the offering and sale of specialty breakfast, lunch and brunch items, beverages (including alcoholic beverages) and related menu items for eat-in and takeaway service and, where practical, catering and/or home-delivery).
(r) Non-competition covenants after the term of the franchise	XVIII.B	N/A	No diverting business; no ownership interest in, or performing services for, a competitive business for 2 years within the Protected Area or within 10 miles of the Protected Area of the Business or of any other Wild

PROVISION	SECTION IN FRANCHISE AGREEMENT	ARTICLE IN MULTI UNIT AGREEMENT	SUMMARY
			Eggs restaurant existing or under construction as of date the Franchise Agreement expires or is terminated (same restrictions apply after transfer).
(s) Modification of the agreement	XXIII.N	23	No modifications of Franchise Agreement generally, but we may change the Manual and System Standards.
(t) Integration/ merger clause	XXIII.O	23	Only the terms of Franchise Agreement (including System Standards in the Operations Manual) are binding (subject to state law). Any representations or promises outside of the Franchise Agreement or this disclosure document should not be relied upon and may not be enforceable.
(u) Dispute resolution by arbitration or mediation	XXIII.D	N/A	All disputes must be resolved by arbitration in Jefferson County, Kentucky (subject to applicable state law).
(v) Choice of forum	XXIII.E	18	FA: Disputes will be arbitrated under the auspices of the American Arbitration Association in Jefferson County, Kentucky (subject to applicable state law). Subject to the arbitration requirement; litigation generally must be in the courts in Jefferson County, Kentucky (subject to applicable state law). MUA: All disputes must be litigated in federal or state court in in Jefferson County, Kentucky (subject to applicable state law).
(w) Choice of Law	XXIII.C	18	FA: Except for the Federal Arbitration Act and other federal law, Kentucky law governs. MUA: Kentucky law governs.

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote the Franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example by providing information about possible performance at a particular location or under particular circumstances.

TABLE NO. 1

2024 PERFORMANCE OF AFFILIATE-OWNED RESTAURANTS SORTED BY TOTAL REVENUE

In the table below, we present the actual results of the Wild Eggs restaurants that were operated by our affiliate during the entire fiscal year ended December 31, 2024. As of December 31, 2024, our affiliate operated 14 Wild Eggs restaurants. The following table includes data only from the 12 restaurants operated by our affiliate that were open and operating for the entire 2024 year and excludes data from one restaurant that opened during the year and one restaurant that our affiliate acquired from a franchisee during the year.

2024					
		Top Third (4 Restaurants)	**Middle Third (4 Restaurants)**	**Bottom Third (4 Restaurants)**	**Overall (12 Restaurants)**
Total Revenue					
	High	$2,733,097	$1,868,454	$1,610,789	$2,733,097
	Low	$2,139,070	$1,690,615	$1,190,061	$1,190,061
	Avg	$2,426,557	$1,767,539	$1,417,067	$1,870,388
	Mean	$2,417,964	$1,755,544	$1,433,709	$1,755,544
Cost of Goods Sold					
	High	$646,777	$436,342	$370,304	$646,777
	Low	$504,174	$400,377	$288,239	$288,239
	Avg	$572,515	$415,393	$335,694	$441,200
	Mean	$569,554	$412,426	$342,116	$412,426
Cost of Goods Sold as % of Total Revenue					
	High	23.7%	23.4%	23.0%	23.7%
	Low	23.6%	23.7%	24.2%	24.2%
	Avg	23.6%	23.5%	23.7%	23.6%
	Mean	23.6%	23.5%	23.9%	23.5%
Direct Labor					
	High	$688,525	$450,333	$418,182	$698,132
	Low	$509,492	$378,541	$339,435	$339,438
	Avg	$581,461	$420,775	$389,868	$464,035
	Mean	$563,913	$427,113	$400,928	$427,113

2024					
		Top Third (4 Restaurants)	**Middle Third (4 Restaurants)**	**Bottom Third (4 Restaurants)**	**Overall (12 Restaurants)**
Direct Labor as % of Total Revenue					
	High	25.2%	24.1%	26.0%	25.5%
	Low	23.8%	22.4%	28.5%	28.5%
	Avg	24.0%	23.8%	27.5%	24.8%
	Mean	23.3%	24.3%	28.0%	24.3%
Operating Profit					
	High	$518,143	$386,873	$186,831	$518,143
	Low	$443,236	$230,650	-$1,002	-$1,002
	Avg	$480,500	$280,029	$95,246	$285,258
	Mean	$480,310	$251,537	$97,578	$251,296
Operating Profit as % of Total Revenue					
	High	19.0%	20.7%	11.6%	19.0%
	Low	20.7%	13.6%	-0.1%	-0.1%
	Avg	19.8%	15.8%	6.7%	15.3%
	Mean	19.9%	14.3%	6.8%	14.3%

TABLE NO. 2

2024 PERFORMANCE OF FRANCHISED RESTAURANTS

In the chart below, we present the actual results of the two franchised Wild Eggs restaurants operated by our franchisees during the entire fiscal year ended December 31, 2024. As of December 31, 2024, there were two franchised Wild Eggs restaurants in operation. The following table includes data only from the two franchised Wild Eggs restaurants that were open and operating for the entire 2024 year and excludes data from one restaurant that our affiliate acquired from a franchisee during the year.

2024		**2 Franchised Restaurants**
Total Revenue		
	High	$2,417,964
	Low	$2,240,992
	Avg	$2,329,478
	Mean	$2,329,478

Cost of Goods Sold		
	High	$571,284
	Low	$521,379
	Avg	$546,332
	Mean	$546,332
Cost of Goods Sold as % of Total Revenue		
	High	23.6%
	Low	23.3%
	Avg	23.5%
	Mean	23.5%
Direct Labor		
	High	$698,132
	Low	$693,116
	Avg	$695,624
	Mean	$695,624
Direct Labor as % of Total Revenue		
	High	28.9%
	Low	30.9%
	Avg	29.9%
	Mean	29.9%
Operating Profit		
	High	$347,333
	Low	$193,508
	Avg	$270,421
	Mean	$270,421
Operating Profit as % of Total Revenue		
	High	14.4%
	Low	8.6%
	Avg	11.6%
	Mean	11.6%

Notes:

1. In Table No. 1, the restaurants have been grouped by total revenue into four cohorts – the four restaurants with the highest total revenues in the "Top Third," the four restaurants with the next highest total revenues in the "Middle Third," the four restaurants with the lowest total revenues in the "Bottom Third," and all 12 restaurants in the "Overall" cohort. The remaining data in the chart

(Cost of Goods Sold, Cost of Goods Sold as % of Total Revenue, Direct Labor, Direct Labor as % of Total Revenue, Operating Profit, Operating Profit as % of Total Revenue and Franchise Fees) reflects the data for the cohort identified by the column heading.

2. "Total Revenue" means the total revenue received from food sales, liquor sales, catering sales, delivery sales, and revenues from gift cards not otherwise reflected in the other sales categories.

3. "Cost of Goods Sold" means the actual costs of food, liquor, and retail costs. Cost of Goods Sold does not include coupons, IHP, delivery service costs, or food discounts. Once the Cost of Goods Sold has been determined for a particular unit, we have calculated the Cost of Goods Sold as % of Total Revenue by dividing the Cost of Goods Sold by the Total Revenue for that unit.

4. "Direct Labor" means the compensation for kitchen, dining room, supervising and management staff, as well as costs associated with training. Direct Labor does not include payroll taxes, health insurance, employee recruiting, workers compensation insurance, and any bonuses. Once the Direct Labor has been determined for a particular unit, we have calculated the Direct Labor as % of Total Revenue by dividing the Direct Labor by the Total Revenue for that unit.

5. "Operating Profit" is calculated by subtracting from Total Revenue the following amounts: Cost of Goods Sold, Direct Labor, payroll taxes, health insurance, workers compensation insurance, recruiting costs, bonuses, controllable expenses (including cash reconciliation, laundry costs, uniforms, tabletops, supplies, office costs, employee discounts, manager compensation, renovation and maintenance costs, dues and subscriptions, telephone/internet, utilities, travel, meetings, stationery and printing, maintenance contracts, donations, cleaning supplies, paper costs, postage, legal fees, personal meals, bookkeeping, LRM, and miscellaneous expenses) and non-controllable expenses (including credit card charges, theft, insurance, rent, common area maintenance, and taxes and licenses). Once the Operating Profit has been determined for a particular unit, we have calculated the Operating Profit as % of Total Revenue by dividing the Operating Profit by the Total Revenue for that unit.

6. The chart above does not include depreciation or other gains or losses.

Written substantiation for the financial performance representation will be made to you upon reasonable request.

Some Wild Eggs restaurants have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing Wild Eggs restaurant, however, we may provide you with the actual records of that restaurant. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Administration Department, 1211 Herr Lane, Suite 290, Louisville, Kentucky, 40222, 423-432-0385, the Federal Trade Commission, and any appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEM-WIDE OUTLET SUMMARY
FOR FISCAL YEARS 2022 TO 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Company-owned*	2022	10	12	+2
	2023	12	12	0
	2024	12	14	+2
Franchised	2022	3	3	0
	2023	3	3	0
	2024	3	2	-1
Total Outlets	2022	13	15	+2
	2023	15	15	0
	2024	15	16	+1

*Indicates outlets owned or operated by our affiliate, Wild Eggs Operations, LLC.

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE)
FOR FISCAL YEARS 2022 TO 2024

State	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR FISCAL YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Kentucky	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	1	0	2

TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS
FOR FISCAL YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold To Franchisees	Outlets at End of Year
Kentucky	2022	4	1	0	0	0	5
	2023	5	0	0	0	0	5
	2024	5	0	1	0	0	6
Indiana	2022	4	1	0	0	0	5
	2023	5	0	0	0	0	5
	2024	5	1	0	0	0	6
Ohio	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Total	2022	10	2	0	0	0	12
	2023	12	0	0	0	0	12
	2024	12	1	1	0	0	14

TABLE NO. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, 2024

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Kentucky	0	1	1
Indiana	0	0	2
Tennessee	0	0	1
Texas	0	1	0
Total	0	2	4

The years in Item 20 refer to our fiscal years ending on December 27, 2022, December 26, 2023 and December 31, 2024.

Exhibit D contains our list of current franchisees and franchisees who had an outlet terminated, transferred cancelled, not renewed, cease to operate or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who have not communicated with us within ten weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not signed any confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us.

No independent franchisee organization has asked to be included in this disclosure document.

ITEM 21

FINANCIAL STATEMENTS

Exhibit F contains our audited financial statements as of December 27, 2022, December 26, 2023 and December 31, 2024 and our unaudited financial statements as of May 27, 2025.

ITEM 22

CONTRACTS

The following agreements are exhibits to this disclosure document:

Franchise Agreement – Exhibit B
Multi-Unit Agreement – Exhibit C
Electronic Depository Transfer Account Document - Exhibit E
Addendum to Franchisee's Lease Agreement – Exhibit G

ITEM 23

RECEIPTS

Two copies of a receipt form appear at the end of this disclosure document. Please fill out and sign both receipts, return one copy to us and keep the other for your records.

EXHIBIT A

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov Website: http://www.dfpi.ca.gov	**NEW YORK** NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 (212) 416-8222
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov Website: http://www.dfpi.ca.gov	**NEW YORK** New York Secretary of State One Commerce Plaza 99 Washington Avenue Albany, NY 12231 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT B

FRANCHISE AGREEMENT

WILD EGGS FRANCHISE AGREEMENT

WILD EGGS FRANCHISE AGREEMENT

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EXHIBITS

Exhibit A – Protected Area
Exhibit B – Personal Guaranty

WILD EGGS FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made, as of the date noted on the signature page of this Agreement ("Effective Date"), by and between Wild Eggs Franchising, LLC, an Indiana limited liability company, (hereinafter referred to as Wild Eggs, "Franchisor", "we" or "us") and ________________________________, an [individual/corporation/limited liability company], with [his/her/its] [residence/office] at ____ (referred to herein individually or collectively as "Franchisee", or "you").

RECITALS

WHEREAS, Franchisor has developed, operates and has the right to license a system or business program, including expertise for conducting and operating a business under the mark Wild Eggs®, and has developed expertise (including confidential information) and a unique, distinctive and comprehensive system (the "System") for the establishment and operation of a business that offers an upscale dining experience serving innovative dishes with a fresh, contemporary approach to traditional breakfast, brunch, and lunch (hereinafter referred to as a "Wild Eggs restaurant" or "Business");

WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, trade dress and other indicia of origin, including, but not limited to the mark Wild Eggs® and such, other trade names, service marks, trademark and trade dress as are now designated (and may be hereafter be designated by Franchisor in writing) for use in connections with its System (the "Names and Marks");

WHEREAS, Franchisor has devised a uniform system for the establishment and operation of Wild Eggs restaurants, including a distinctive exterior and interior design, trade dress décor and color scheme; uniform standards, specifications, and procedures for operations; procedures for quality control; training and ongoing operational assistance; advertising and promotional programs; and other related benefits for use of Franchisee under the Names and Marks, all of which may be changed, improved, and further developed by Franchisor from time to time;

WHEREAS, Franchisor continues to develop, use, and control the use of such Names and Marks to identify for the public the source of services and products marketed there under and under its System, and to represent the System's high standards of consistent quality, appearance, and service;

WHEREAS, Franchisor has established substantial goodwill and business value in its Names and Marks, expertise and System;

WHEREAS, Franchisee desires to obtain a franchise from Franchisor for the right to use the "Names and Marks" and the expertise for operating a Wild Eggs restaurant and to obtain the benefits and knowledge of Franchisor's System including, but without limitation, as detailed in our Operations Manual(s); business design, operating methods, product preparation, advertising, sales techniques and materials, signs, personnel management, control systems, bookkeeping and accounting methods, and in general a style, method and procedure of business operation utilizing the Names and Marks as a franchisee of Franchisor; and

WHEREAS, Franchisee recognizes the benefits to be derived from being identified with and licensed by Franchisor, and Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, cleanliness, appearance, and service and the necessity of operating the Business in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

I. FRANCHISEE’S ACKNOWLEDGEMENT OF BUSINESS RISK AND ABSENCE OF GUARANTEE

Franchisee (and each partner or shareholder of Franchisee, if Franchisee is a partnership or Corporation or LLC) hereby represents that he or she has conducted an independent investigation of the Franchisor’s business and System and recognizes that the business venture contemplated by this Agreement involves business risks and that Franchisee’s abilities as an independent businessperson will affect its chances for success.

II. INDEPENDENT CONTRACTOR

A. Franchisee is an Independent Contractor

During the term of this Agreement, and any renewals or extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating its business pursuant to a franchise from Franchisor. Franchisee agrees to take such affirmative action as may be necessary, including, without limitation, exhibiting multiple public notices of that fact, the content and display of which Franchisor shall have the right to specify. For example, such notices shall be provided on letterhead, business cards, bank account names, bank checks, and signs at the place of business.

B. Franchisor Is Not In a Fiduciary Relationship With Franchisee

It is understood and agreed by the parties hereto that this Agreement does not establish a fiduciary relationship between them, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever.

It is understood and agreed that nothing in this Agreement authorizes Franchisee, and Franchisee shall have no authority, to make any contract, agreement, warranty, or representation on behalf of Franchisor, or to incur any debt or other obligation in Wild Eggs name; and that Franchisor shall in no event assume liability for, or be deemed liable hereunder or there under as a result of any such action; nor shall Franchisor be liable by reason of any act or omission of Franchisee in its conduct of the Business or for any claim or judgment arising there from against Franchisee or Franchisor.

III. FRANCHISE GRANT

Franchisor hereby grants to Franchisee, upon the terms and conditions herein contained and subject to the License Agreement, the right, license, and privilege, and Franchisee hereby accepts a franchise (the “Franchise”) under the terms and conditions set forth herein for the right to operate a Business at the Location set forth in Section IV.A (the “Accepted Location”), with the non-exclusive right to use solely in connection therewith Franchisor’s Names and Marks, advertising and merchandising methods, and System, as they may be changed, improved and further developed from time to time only at the Accepted Location as set forth in Section IV., and provided Franchisee adheres to all of the terms and conditions hereof. It is understood and agreed that, except as expressly provided herein, this Franchise is non-exclusive and includes no right of Franchisee to sub-franchise.

IV. ACCEPTED LOCATION; PROTECTED AREA

A. Accepted Location

The Business shall be located within the State of in the county(s) of _____________.

The exact address of the Accepted Location is: ___________________________________.

(If the Accepted Location has not been determined prior to the signing of this Agreement, by the parties, then it shall be entered at a later date, under the terms of this Agreement. Franchisee shall not relocate the business without the express prior written consent of Franchisor. During the term of this Agreement, the Accepted Location shall be used exclusively for the purpose of operating a franchised Wild Eggs restaurant.)

B. Protected Area

Your defined protected area ("Protected Area") is described on Exhibit A. So long as this Agreement is in force and effect and you remain in full compliance with the terms thereof, we will not license or establish another Wild Eggs restaurant to conduct business at a location located within the Protected Area, subject, however, to the reservation of rights set forth in Section IV.C below.

C. Reservation of Rights

Notwithstanding the foregoing provisions of Section IV.B of this Agreement, we shall have the right, at any time and from time to time during the term of this Agreement, to:

1. provide, offer and sell, and to grant or license to others the right to provide, offer and sell, goods and services that are identical or similar to and/or competitive with those provided at Wild Eggs restaurants, whether identified by the Names and Marks or other trademarks or service marks, through dissimilar or alternate channels of distribution (including grocery businesses and the internet, or similar electronic media) both inside and outside your Protected Area and on any terms and conditions we deem appropriate;

2. establish and operate, and to grant or license to others the right to establish and operate, businesses offering dissimilar products and services from those offered at Wild Eggs restaurants, both inside and outside your Protected Area, whether under the Names and Marks or under any other trademarks or trade dress, and on any terms and conditions we deem appropriate;

3. operate, and to grant or license others the right to operate, Wild Eggs restaurants located anywhere outside your Protected Area under any terms and conditions we deem appropriate and regardless of proximity to your Business;

4. operate, and grant or license others the right to operate, Wild Eggs restaurants at any "Complex" within and/or outside your Protected Area on any terms and conditions we deem appropriate. A "Complex" is a site that generates customer traffic flow which is independent from the general customer traffic flow of the surrounding area, including enclosed shopping malls, airports, hospitals, educational facilities, sports complexes or business complexes;

5. operate, and grant or license others the right to provide catering, event or delivery services under the Names and Marks. In the event that Franchisor permits Franchisee to provide such catering, event or delivery services to customers, Franchisor shall have the right to impose conditions,

operational criteria and other rules and requirements regarding the provision of such services. Franchisor may permit other Wild Eggs restaurants to provide catering, event or delivery services within the Protected Area.

6. acquire the assets or ownership interests of (or otherwise acquire regardless of the form of transaction) one or more businesses providing products and services similar to those provided at Wild Eggs restaurants, and operating, franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in your Protected Area), whether under the Names and Marks or under any other trademarks or trade dress; and

7. be acquired (whether through acquisition of assets, ownership interests or otherwise regardless of the form of transaction), by a business providing products and services similar to those provided at Wild Eggs restaurants, or by another business, even if such business operates, franchises and/or licenses competitive businesses in your Protected Area.

V. TERM AND RENEWAL OF AGREEMENT

A. Term

The Franchise herein granted shall be for a term of 10 years from the date of execution and acceptance (the "Effective Date") of this Franchise Agreement (the "Agreement") by Franchisor and subject to earlier termination as herein provided.

B. Renewal

Provided that Franchisee has complied with all the terms and conditions of this Agreement during the term of this Agreement, is in full compliance with the provisions of this Agreement and has attained, during the last 12 months of the initial or then current renewal term of this Agreement, as applicable, Gross Sales of not less than 75% of the chain median (including both company or affiliate owned and franchised outlets) over the same period, and receive an average score of at least 85% on audits and mystery diners at your Restaurant over the prior 3 year period, Franchisee may renew the Franchise granted by this Agreement for 2 additional periods of 5 years each, if Franchisor is still offering franchises at that time subject to the following conditions, all of which must be met prior to renewal:

1. Franchisee shall give Franchisor written notice of its election to renew not less than 6 months prior to the end of the then current term;

2. Franchisee must not be in default under any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisor and Franchisee, and Franchisee shall have complied with, or timely cured all the terms and conditions of all such agreements during the terms thereof;

3. Franchisee shall complete, or agree to complete, to Franchisor's satisfaction such maintenance and renovation of the Business as Franchisor may require in writing;

4. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliate, and shall have timely met these obligations throughout the current term;

5. Franchisee shall execute, before the renewal term, Franchisor's then-current form of Agreement and all related and ancillary agreements then required by Franchisor, which agreements shall

supersede this Agreement in all respects, and the terms of which may materially differ from the terms of this Agreement.

6. Franchisee shall pay Franchisor a renewal fee of $10,000.

7. Franchisee shall comply with Franchisor's then current qualification and training requirements; and

8. Franchisee must execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its affiliate, and their respective officers, directions, agents and employees, provided that such release is not in conflict with any applicable local, state or federal laws.

VI. FRANCHISEE'S INITIAL INVESTMENT

Franchisee's initial investment will vary depending upon the size of the Business, its geographical location, leasehold improvements required, the number of Businesses to be opened selected by Franchisee, and other factors.

Franchisee hereby certifies that he, she or it has reviewed the above-estimated start-up costs as detailed in the franchise disclosure document and has sufficient cash resources available to meet said expenses. These start-up costs are in addition to the initial franchise fee.

VII. INITIAL FRANCHISE FEE; TIME LIMIT FOR APPROVING FRANCHISEE; TIME LIMIT FOR STARTING BUSINESS; COOPERATION; LEASE; USE OF PREMISES

A. Initial Franchise Fee

Franchisee shall pay an Initial Franchise Fee in the amount of $45,000 (the "Initial Franchise Fee") upon execution of this Agreement for a single Wild Eggs restaurant franchise, and receipt of which is hereby acknowledged by Franchisor. If Franchisee is developing additional Wild Eggs restaurant franchises, then the "Initial Franchise Fee" shall be $40,000 for the second Wild Eggs restaurant, and $30,000 for each additional Wild Eggs restaurant developed, which is due upon execution of the Agreement. The initial franchise fee for this unit is $________________.

The Initial Franchise Fee shall be paid in a lump sum in U.S. funds and shall be deemed fully earned and nonrefundable in consideration of administrative and other expenses incurred by Franchisor in granting this franchise and for Franchisor's lost or deferred opportunity to franchise others.

B. Time Limit for Starting Business

Franchisee shall complete the construction or remodeling of the Business at the Accepted Location in accordance with the provisions and requirements of Section X hereof (the "Construction") and shall obtain all necessary business permits and licenses required, and shall obtain all required industry-specific licenses and/or certifications and open the Franchise for business within 150 to 270 days of the date of acceptance of this Franchise Agreement (the "Opening Date"); provided, however, that Franchisee shall have the right to substitute a different site, if such different site is acceptable to Franchisor, within 30 days of execution of this Agreement, or if Franchisee is unable to obtain all necessary permits and licenses and obtain industry-specific business licenses for the Accepted Location as a result of causes beyond the reasonable control of Franchisee. Franchisor may grant Franchisee one 30-day extension within which to open the Business. Franchisee must submit documentation of the status of the application(s) 10 days prior to the date of the 30-day extension request. Upon the grant of such extension(s) by Franchisor the Opening Date will be commensurately extended.

Should Franchisee be unable to obtain all necessary business permits and licenses, and all required industry-specific licenses and/or certifications during the stated period and extension time period or periods as a result of causes beyond the reasonable control of Franchisee (unless the requirement for the issuance of such permits and licenses is waived in writing by Franchisor), this Agreement shall be deemed terminated upon written notice from either Franchisee or Franchisor to the other, without the necessity of further action by either party or further documentation.

C. Cooperation Required

Franchisee shall cooperate reasonably with Franchisor to ensure that the various actions occur which are necessary to obtain acceptance by Franchisor of the Business location. In particular, Franchisee shall furnish any pertinent information as may be reasonably requested by Franchisor regarding Franchisee's business and finances.

D. Lease or Purchase Contract for Accepted Location

The lease or purchase contract for the Accepted Location is subject to Franchisor's prior review and approval and must include all provisions required by Franchisor, including Franchisor's right to the occupancy of the Business site if the Franchise is terminated or not renewed, or if Franchisee loses possession because of its default under the lease. Franchisee acknowledges and agrees that Franchisee and its lessor with respect to Franchisee's lease will enter into the Franchisor's required form of lease addendum in connection with Franchisee's execution of its lease. A copy of any lease or purchase contract with respect to the Accepted Location shall be delivered to Franchisor no later than 5 days after the execution thereof.

E. Use of Premises

During the term of this Agreement, the Accepted Location shall be used exclusively for the purpose of operating the Business.

VIII. OTHER FEES; ADVERTISING

A. Royalty

In addition to the Initial Franchise Fee described in Section VII above, Franchisee shall pay Franchisor a weekly Royalty in an amount equal to 5.5% of the weekly Gross Sales of the Business (the "Royalty").

As used in this Agreement, "Gross Sales" shall include all revenue received from the sale of all products and performance of all services in, at, upon, about, through or from the Business and of every kind and nature related to the Business, whether for cash or credit and regardless of collection in the case of credit, including insurance proceeds and/or condemnation awards for loss of sales, profits or business; provided, however, that "Gross Sales" shall not include revenues from any sales taxes or other add on taxes collected from customers by Franchisee for transmittal to the appropriate taxing authority, the retail value of any complimentary services or trade-outs from Gross Sales up to a maximum of 2% of Gross Sales in the aggregate and the amount of cash refunds to, and coupons used by customers, provided such amounts have been included in Gross Sales. The sale and delivery of products and services from any location other than the Business premises shall be by written approval of Franchisor only. Should Franchisor agree to allow such sales in writing, these sales will be included in computing Gross Sales. If, due to applicable law, you may not pay a Royalty on the sale of alcoholic beverages, then you agree to instead pay us a Royalty on all Gross Sales (except alcoholic beverage sales) in the same dollar amount as would have been paid if alcoholic beverage sales were included.

The Royalty shall be payable by Franchisee and must be actually received by Franchisor by Wednesday of each week, based upon the Gross Sales of the prior week, ending one week earlier, on Tuesday. Each weekly payment shall be based upon the Gross Sales actually received by Franchisee during the prior week. Franchisee's obligations under this Section VIII.A shall survive the expiration or any termination of this Agreement for so long as Franchisee continues to receive Gross Sales earned during the term of this Agreement.

Any payment or report not actually received by Franchisor on or before the specified date shall be deemed overdue. If any payment is overdue, in addition to the right to exercise all rights and remedies available to Franchisor under this Agreement, Franchisee shall pay Franchisor, in addition to the overdue amount, interest on such amount from the date it was due until paid at the greater of the rate of $100 per incident plus 1.5% interest per month, on such amount from the date it was due until paid, or the maximum rate allowed by the laws of the state in which Franchisee's business is located or any successor or substitute law, until paid in full.

Franchisee must participate in Franchisor's then-current electronic funds transfer program authorizing Franchisor to utilize a pre-authorized bank draft system. On each payment due date, Franchisor will debit from Franchisee's commercial bank operating account ("Account") the amount reported to Franchisor in Franchisee's Gross Sales report or determined by Franchisor based on the records contained in Franchisee's point of sale system. If Franchisee has not reported Gross Sales to Franchisor for any period, Franchisor will debit from the Account an amount equal to 120% of the last Royalty payment and Fund contribution (as defined in Section VIII.B. below) that Franchisor debited from the Account. If the amounts debited by Franchisor are less than the amounts Franchisee actually owes to Franchisor, then Franchisor will debit the balance due from the Account on the day Franchisor specifies. If the amounts Franchisor debits are greater than the amounts Franchisee actually owes to Franchisor, then Franchisor will credit the excess against the amounts that Franchisor otherwise would debit from the Account during the following period. Failure by Franchisee to have sufficient funds in the Account shall constitute a default of this Agreement and Franchisee must pay $25 to Franchisor for each incident where there are insufficient funds in the Account to cover the amounts owed by Franchisee. Franchisor has the right to modify, at its option, the method by which Franchisee pays the Royalties and other amounts owed under this Agreement upon receipt of written notice from Franchisor.

B. National Advertising Fund

Franchisor has the right to establish a national advertising program ("Program") to promote Wild Eggs, the System and the Restaurants (the "Fund"). When established, Franchisee shall contribute 0.5% of Gross Sales to the Fund, as required by Franchisor, on a weekly basis. The weekly contributions are payable by Franchisee and must be actually received by the Franchisor by Wednesday of each week, based upon the Gross Sales of the prior week, ending one week earlier, on Tuesday. Each weekly payment shall be based upon the Gross Sales actually received by Franchisee during the prior week. Franchisor will direct all the Program, and will have sole discretion over the creative concepts, materials, and endorsements and media used in such Programs, and the placement or allocation of such programs. Franchisor shall also determine in its sole discretion, the composition of all geographic territories and market areas for the implementation and development of such Programs. Franchisor may determine, in its sole discretion, to create or conduct all or part of the Program itself or to utilize third-parties, and reserves the right to be compensated by the Fund for the administrative costs of administering the Fund and the Program. Franchisee acknowledges and agrees that Franchisor undertakes no obligation in administering the Fund to make expenditures for

Franchisee which are equivalent or are proportionate to its contribution, or to ensure that Franchisee benefits directly or pro-rata from advertising or promotion conducted under the Fund, or to place any advertising in the Protected Area.

C. Local Advertising Plan and Expenditures

During the term of this Agreement, Franchisee shall spend a minimum of 1% of the Gross Sales of the Business on local advertising and promotion each month; provided, however, that Franchisor shall have the right to accept or reject any advertising proposed by Franchisee, and all Internet marketing and/or advertising of the Business shall be conducted by Franchisor. Franchisee shall submit to Franchisor an accounting of local advertising and promotional expenditures as described above by the 25th day of each month.

Franchisee shall not advertise the Business in connection with any other business, except with Franchisor's prior written approval, and Franchisee shall not utilize Internet marketing or advertising without Franchisor's prior written approval. Franchisee shall obtain Franchisor's prior acceptance of all advertising and promotional plans and materials that Franchisee desires to use within 5 business days of our receipt of time sensitive publications, such as newspapers and press releases; 14 business days of our receipt of monthly publications, and coupons; and 30 days of our receipt of exterior signage and banners before the start of such plans. Franchisee shall submit such proposed plans and materials to Franchisors (by personal delivery or through the mail, return receipt requested). Franchisee shall not use such plans or materials until they have been accepted by Franchisor and shall promptly discontinue use of any advertising or promotional plans and material upon the request of Franchisor. Any plans or materials submitted by Franchisee to Franchisor which have not been accepted or rejected in writing within 5 business days of us receiving time sensitive publications, such as newspapers and press releases; 14 business days of us receiving monthly publications and coupons; and 30 days of us receiving exterior signage and banners, shall be deemed accepted. We own the copyrights to anything so submitted, whether approved by us or not. You may not use any advertising, promotional, or marketing materials that we have not accepted or have rejected.

Franchisee agrees that any advertising, promotion and marketing Franchisee conducts will be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies which Franchisor may prescribe from time to time.

D. Grand Opening Marketing and Advertising Expenditures

Franchisee shall spend a minimum of $25,000 for advertising and promotions prior to or during the first three months of operation of the Business as detailed in the Pre-Opening Manual. Franchisor may advise Franchisee regarding the preparation and placement of such advertising and promotions. Franchisee shall hold an evening VIP Cocktail party and a two-day soft opening event that must be held where Franchisee invites prospective customers to visit the Business to verify all Systems are in order and for additional training of staff. Franchisee shall submit to Franchisor an accounting of its expenditures for advertising and promotions as described above within 10 days from the end of the third month.

E. Internet Website, Social Media, and Other Digital or Electronic Marketing

You specifically acknowledge and agree that any internet website, website application, social media site or channel (such as, but not limited to, Facebook, Pinterest, LinkedIn, foursquare, Vine, TikTok, Instagram, YouTube, Snapchat and Twitter accounts or sites) and other digital or electronic marketing channels or media, whether now existing or hereafter created (collectively "Electronic Channels"), are deemed "advertising" under this Agreement and will be subject to all provisions of the Agreement governing advertising. In connection with any Electronic Channel, you agree to the following:

1. If required by us, you shall not establish a separate Electronic Channel, but shall only have one or more Electronic Channel page(s), as designated by us, within our Electronic Channel;

2. If we approve, in writing, a separate Electronic Channel for you, then each of the following provisions shall apply:

a) You shall not establish or use the Electronic Channel without our prior written

b) approval.

c) Before establishing the Electronic Channel, you shall submit to us, for our prior written approval, a sample of the proposed Electronic Channel domain name, format, visible content (including proposed screen shots), and non-visible content (including meta tags) in the form and manner we may reasonably require; and you shall not use or modify such Electronic Channel without our prior written approval as to such proposed use or modification.

d) In addition to any other applicable requirements, you shall comply with our standards and specifications for websites as prescribed by us from time to time in the Manual or otherwise in writing.

e) If required by us, you shall establish such hyperlinks or other link or connection to our Electronic Channel(s) and others as we may request in writing.

f) Upon expiration or termination of the Franchise, you shall cease use of any Electronic Channel associated with the Business and assign to us or, at our election, delete any domain name, or other Electronic Channel page, name or site containing any of the Names and Marks or any words or combinations of words, letters or symbols that are confusingly or deceptively similar to any of the Names and Marks.

IX. PAYMENT

Franchisee must participate in Franchisor’s then-current electronic funds transfer program authorizing Franchisor to utilize a pre-authorized bank draft system. Before opening the Business, Franchisee must sign and deliver to Franchisor an Electronic Depository Transfer Account Document in the format required by Franchisor. On each payment due date, Franchisor will debit from Franchisee’s commercial bank operating account (“Account”) the amount reported to Franchisor in Franchisee’s Gross Sales report or determined by Franchisor based on the records contained in Franchisee’s point of sale system. If Franchisee has not reported Gross Sales to Franchisor for any period, Franchisor will debit from the Account an amount equal to 120% of the last Royalty payment and Fund contribution (as defined in Section VIII.B. below) that Franchisor debited from the Account. If the amounts debited by Franchisor are less than the amounts Franchisee actually owes to Franchisor, then Franchisor will debit the balance due from the Account on the day Franchisor specifies. If the amounts Franchisor debits are greater than the amounts Franchisee actually owes to Franchisor, then Franchisor will credit the excess against the amounts that Franchisor otherwise would debit from the Account during the following period. Failure by Franchisee to have sufficient funds in the Account shall constitute a default of this Agreement and Franchisee must pay $25 to Franchisor for each incident where there are insufficient funds in the Account to cover the amounts owed by Franchisee. Franchisor has the right to modify, at its option, the method by which Franchisee pays the Royalties and other amounts owed under this Agreement upon receipt of written notice from Franchisor.

X. GENERAL OBLIGATIONS OF FRANCHISEE

A. Follow Operations Manual and Directives of Franchisor

Franchisee agrees that use of Franchisor's System and adherence to the Operations Manual (the "Manual"), and to Franchisor's standardized design and specifications for decor of the Business and uniformity of equipment, layouts, signs, and other incidents of the Business, are essential to the image and goodwill of the System. Franchisee shall cooperate and assist Franchisor with any customer or marketing research program which Franchisor may institute from time to time. Franchisee's cooperation and assistance shall include, but not be limited to, the distribution, display and collection of customer comment cards, questionnaires, and similar items. In order to further protect the System and the goodwill associated therewith, Franchisee shall:

1. Operate the Business and use the Manual solely in the manner prescribed by Franchisor;

2. Comply with such requirements respecting any service mark, trade name, trademark, or copyright protection and fictitious name registrations as Franchisor may, from time to time, direct;

3. Strictly follow the methods of preparation, service, and presentation so as to conform to the specifications and standards of Franchisor in effect from time to time;

4. Use only such supplies, equipment, and products so as to conform to Franchisor's specifications in effect from time to time;

5. Sell from the Business all products and services specified by Franchisor and not sell or offer for sale any other products and services of any kind or character without first obtaining the express approval of Franchisor, which shall be at the full discretion of Franchisor who shall have the sole right of decision in regards to all products and services to be sold in the Franchise Business. Franchisor shall have the right to not approve any product or service for any reason whatsoever or for no reason whatsoever.

6. Discontinue selling or offering for sale or using any products Franchisor may, in its absolute discretion, delete from its standards and specifications for any reason whatsoever or for no reason whatsoever.

7. Maintain in sufficient supply, and use at all times, only such products, materials, supplies, ingredients, methods of preparation and service, weight and dimensions of products served, standards of cleanliness, health and sanitation and housekeeping methods, and methods of service as conform to Wild Eggs standards and specifications; and to refrain from deviating there from by using non-conforming items or methods without Wild Eggs prior written consent.

8. Purchase such equipment, supplies, or products as may be required by Wild Eggs, for the appropriate handling and selling of any products and/or services that become approved for offering in the System.

9. Require clean uniforms, as described in the Manual, conforming to such specifications as to color, design, etc. as Franchisor may designate, from time to time, to be worn by all of Franchisee's employees at all times while in attendance at the Business, and to cause all employees to present a clean, neat appearance and render competent and courteous service to customers, as may be further detailed in the Manual.

10. Permit Wild Eggs or its agents, at any reasonable time, to remove from the Business samples of item without payment therefore, in amounts reasonably necessary for testing by Wild Eggs or an independent laboratory to determine whether said samples meet Wild Eggs' then-current standards and specifications. In addition to any other remedies it may have under this Agreement, Wild Eggs requires Franchisee to bear the cost of such testing if the supplier of the item has not previously been approved by Wild Eggs, or if the sample fails to conform to Wild Eggs' specifications.

11. Not to install or permit to be installed on or about the Business premises, without Wild Eggs' prior written consent, any fixtures, furnishings, signs, equipment, or other improvements not previously approved as meeting Wild Eggs' standards and specifications.

12. Employ a sufficient number of employees and maintain sufficient inventories as necessary to operate the Business at its maximum capacity as prescribed or approved by Wild Eggs and to comply with all applicable Laws with respect to such employees.

13. Not engage in any trade practice or other activity or sell any product or literature which Franchisor determines to be harmful to the goodwill or to reflect unfavorably on the reputation of Franchisee, the Business, or the products sold thereat, or which constitutes deceptive or unfair competition, or otherwise is in violation of any applicable laws. The above limitations are closely related to the business image, purpose and marketing strategy of the System and, therefore, any change there from would fundamentally change the nature of the business.

14. Not engage in catering, delivery, or event services and activities within or outside of the Protected Area unless Franchisor authorizes you in writing, as described in Section X.I.3, below.

B. Operate Franchised Business Only

Franchisee shall use the System and the Names and Marks provided to Franchisee by Franchisor for the operation of the Business and shall not use them in connection with any other line of business or any other activity. Neither Franchisee, nor any of its employees, may conduct any business at the Business other than that authorized pursuant to this Agreement, without the prior written approval of Franchisor. Neither Franchisee, nor any of its employees, may conduct any activity at the Business or in connection therewith which is illegal or which could result in damage to the Names and/or Marks or the reputation and goodwill of Franchisor.

C. Comply With Laws

Franchisee shall comply with all federal, state and local laws and regulations, and shall obtain and at all times maintain any and all permits, certificates, or licenses necessary for full and proper operation of the Business franchised under this Agreement. Franchisor's standards may exceed any and all of the requirements of said laws.

D. Maintain Confidentiality of Proprietary Information

Neither Franchisee nor any of the Guarantors or Franchisee's shareholders, members, partners, officers, directors, agents, or employees shall, except as required in the performance of the duties contemplated by this Agreement, disclose or use at any time, whether during the terms of this Agreement or thereafter, any information disclosed to or known by Franchisee or any such person as a result of this Agreement. Such information, includes, but shall not be limited to, information conceived, originated, discovered, or developed by Franchisee or by any employee of Franchisee which is not generally known in the trade or industry about Franchisor's products, services, or licenses, including information relating to discoveries, ideas, manufacturing, purchasing, accounting, engineering, marketing, merchandising or selling.

E. Maintain and Renovate Business

Franchisee shall at all times maintain the Business in a clean, orderly condition and in first class repair and condition in accordance with all maintenance and operating standards set forth in the Manual(s). Franchisee shall make, at Franchisee's expense, all additions, repairs, replacements improvements and alterations that may be determined by Franchisor to be necessary so that the facilities which are viewed by the public will conform to the System's image, as may be prescribed by Franchisor from time to time. Franchisee shall undertake and complete such additions, repairs, replacements, improvements and alterations within the time and under the terms and conditions which may be reasonably specified by Franchisor.

At Franchisor's request, which shall not be more often than once every 5 years, Franchisee shall renovate, remodel and refurbish the Business at its expense, to conform to the building design, trade dress, color schemes, and presentation of trademarks and service marks consistent with Wild Eggs then-current designated image, including, without limitation, remodeling, redecoration, and modifications to existing improvements.

F. Maintain Competent Staff

Franchisee shall maintain a fully trained competent staff capable of rendering courteous quality service in a manner in keeping with the standards set by Franchisor.

G. Open Business within Time Limit

Within sixty (60) days after execution of this Agreement, Franchisee must sign a lease or purchase contract for the Accepted Location in accordance with the requirements of this Agreement. Franchisee shall obtain

Franchisor's approval to open and shall open the Business and commence operations within 270 days after execution of this Agreement. Time is of the essence. Prior to opening, Franchisee shall complete to Franchisor's satisfaction all preparations of the Business, in accordance with specifications set forth in the Manual, and as required by local governmental agencies, including the installation of fixtures, furnishings, and equipment and the acquisition of supplies and inventory.

H. Operate Business in Strict Conformity to Requirements

Franchisee shall operate the Business in strict conformity with such standards, techniques, and procedures as Franchisor may from time to time prescribe in the Manual, or otherwise in writing, and shall not deviate there from without Franchisor's prior written consent. Franchisee further agrees to offer its customers all products and services which Franchisor may, from time to time, prescribe, to offer its customers only those products and services which meet Franchisor's standards of quality and which Franchisor has approved in writing to be offered in connection with the Business's operations, and to discontinue offering any products or services which Franchisor may, in its sole discretion, disapprove in writing at any time.

I. Use Approved Supplies, Products and Services

1. Franchisee shall use in connection with the operation of the Business and offer, sell, and/or provide only such supplies, products and services which may, from time to time, be specified in writing, designated, and approved for sale by Franchisor.

2. To ensure the consistent high quality and uniformity of supplies, products and services provided by Wild Eggs restaurants, Franchisee shall purchase all equipment, inventory, and other supplies, products, and materials used in the operation of Wild Eggs restaurants as Franchisor may specify from time to time, solely from suppliers designated or approved by Franchisor. All suppliers must be designated or approved by Franchisor in writing and not thereafter disapproved. Unless Franchisor has designated an exclusive supplier for any item(s) or services(s), if Franchisee desires to purchase the items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval. In approving any supplier, Franchisor may consider factors such as the supplier's financial strength, quality control, and capacity to supply Franchisee's needs promptly and reliably. Franchisor shall have the right to require, as a condition of its approval and review, that its representatives be permitted to research the proposed supplier and that the proposed product or service be delivered to Franchisor or its designee for review and testing. The cost of such review and testing (which shall not exceed $5,000) shall be paid by Franchisee or supplier, and Franchisor shall not be liable for damage to or for the return of any sample. Franchisor reserves the right to re-review the supplier and to retest the product or service of any approved supplier and to revoke any approval if the supplier fails to continue to meet Franchisor's high standards. Notwithstanding anything contained herein to the contrary, Franchisor may, in its sole discretion, require that any supplies, products, services and other items used in connection with the operation of the Business be purchased exclusively from Franchisor, its affiliates or designated suppliers or distributors. The Franchisor or any of its affiliates may be a designated supplier, distributor, or otherwise party to these transactions.

From time to time, Franchisor may designate certain products, required equipment, supplies, and other miscellaneous items it has developed as "Proprietary Products" to be used in preparing Wild Eggs food products. These Proprietary Products are unique, and their recipes and manufacturing process constitute trade secrets essential to the success of the Wild Eggs system. The Proprietary Products must be used as Franchisor prescribes. Franchisee shall purchase the Proprietary Products exclusively from Franchisor or its designated supplier(s) and/or distributor(s), and no other source. The right to purchase and use the Proprietary Products is only co-extensive with the Term. Purchases of Proprietary Products other than from Franchisor or its designee, or use or sale of any similar products not supplied by Franchisor or its designee, will result in the termination of this Agreement. The list of the Proprietary Products is in the Operating Manual.

3. If Franchisee wants to offer catering, event or delivery services to customers, Franchisee must obtain Franchisor's prior, written approval, which will not be unreasonably withheld; but, Franchisor reserves the right to require Franchisee to offer catering, event, or delivery services only to customers in the Protected Area. Before Franchisee offers catering, event or delivery services, Franchisee must submit to Franchisor its catering menu and delivery service program and procedures for approval by Franchisor, and your menu, program, and procedures must meet all of Franchisor's then-current related standards and specifications. Once Franchisee's catering menu is approved by Franchisor, Franchisee will

not be required to obtain any additional approvals from Franchisor relating to catering services within the Protected Area, unless Franchisee make changes to its catering menu, but Franchisor reserves the right to require changes to Franchisee's catering or delivery program at Franchisor's sole discretion. Franchisee must notify Franchisor of, and obtain from Franchisor approval of, all such changes. Franchisee must obtain Franchisor's prior consent if Franchisee wishes to charge more for products or services ordered as catering, event, or delivery services than it would if such product or service were ordered at the Restaurant. Any income from catering, event or delivery services must be included in Gross Sales for purposes of Franchisee's Royalty Fee and Advertising Fee.

4. Franchisee must participate in all required advertising and promotional programs Franchisor establishes. Franchisee must use and honor only system-wide gift cards, certificates, and checks that Franchisor designates and Franchisee must obtain all certificates, cards, or checks from an approved supplier. Franchisor may, but is not required to, develop a gift card program and require that Franchisee sign a separate agreement that will govern the terms and conditions of your participation in the gift card program (including, without limitation, the manner in which amounts owed under the gift card program will be handled upon termination of this Agreement).

J. Use Approved Equipment

In operating the Business, Franchisee shall install and maintain any and all: large and small kitchen equipment, refrigeration equipment, dish room equipment, office equipment, security equipment, signs, furnishings, supplies, dining small ware, artwork and decorative egg wall, and fixtures in accordance with the standards and specifications as recommended or required by Franchisor or that will continue to be recommended or required by Franchisor.

K. Full-Time Manager Required

Franchisee agrees to maintain a competent, conscientious, certified trained staff, including at least 3 fully trained, certified full-time Managers (which may include you), and to take such steps as are necessary to ensure that its employees preserve good customer relations. You must keep us informed via email at all times of the identity and personal contact information of all supervisory employees acting as managers, assistant managers or shift leaders of the Business. Your managers, assistant managers and shift leaders need not have an equity interest in the Business or you, but must agree in writing to preserve confidential information to which they have access and not to compete with you, us, and other franchisees. We may regulate the form of agreement that you use and be a third party beneficiary of that agreement with independent enforcement rights.

L. Use Approved Signs

Franchisee shall purchase or lease, subject to local building codes and regulations, such signs that provide maximum displays of the Names and Marks of Franchisor. Upon renewal of this Agreement, Franchisee shall be totally responsible for obtaining and equipping the Business with the signage that is approved for use by Franchisor at the time of the renewal of this Agreement. The color, size, design and location of said signs shall be as specified and/or approved by Wild Eggs. Franchisee shall not place additional signs, posters or other décor items in, on or about the Accepted Location without the prior written consent of Wild Eggs.

M. Use Approved Uniforms

Franchisee must require its employees to wear uniforms, as described in the Manual, while working at or for the Business and such uniforms shall be of such design and color as Franchisor may prescribe from time to time, as set forth in the Manual.

N. Maintain Regular Business Hours

Franchisee shall keep the Business open and in normal operation during normal business hours for its geographical region, for 7 days per week, 52 weeks per year, with minimum hours of Monday through Friday 6:30 a.m. until 2:30 p.m., and Saturday and Sunday 7:00 a.m. to 3:00 p.m., except Thanksgiving Day and Christmas Day, unless otherwise authorized in writing by Franchisor (subject to local ordinances or lease restrictions, if any). Such minimum hours and days of operation may be changed as Wild Eggs may from time to time specify in the Manual. If Franchisee operates the Business in a "Complex" or similar facility, then Franchisee shall keep the Business open when the "Complex" or similar facility is open to the general public, unless a waiver of hours is granted by the "Complex" or similar facility.

O. Maintain Uniform Operating Standards

Franchisee understands and acknowledges that every detail of the design and operation of the Business is important to Franchisee, Franchisor and other franchisees in order to develop and maintain uniform operating standards, to increase the demand for the products and services sold by the Business under the System, and to protect Franchisor's reputation and goodwill.

P. No Vending Machines Without Franchisor Approval

Newspaper racks, beverage, gum, candy, or other vending machines may not be installed in or at the Business without the express written consent of Franchisor and only then in such manner as prescribed by Franchisor for all of its Franchisees.

Q. Telephone Number of Business

Franchisee understands and agrees that the telephone number(s) for the Business constitute a part of the System and is subject to the restrictions of this Agreement. Accordingly, Franchisee shall not change the telephone number(s) for the Business without prior notice and written approval by Franchisor. Franchisee shall advertise and publicize the telephone number(s) for the Business in the manner prescribed by Franchisor.

R. Disclose Discoveries and Ideas to Franchisor

Franchisee shall promptly disclose to Franchisor all discoveries, inventions, techniques, concepts, or ideas, whether patentable or otherwise constituting protectable intellectual property or not, relating to Franchisor's business, which are conceived or made by Franchisee or any shareholder, member, partner, officer, director, agent, or employee of Franchisee solely or jointly with others, during the term of this Agreement, whether or not Franchisor's facilities, materials, or personnel are utilized in the conception or making of such discoveries or ideas. Franchisee hereby acknowledges and agrees that all such discoveries, inventions, techniques, concepts or ideas are the exclusive property of Franchisor and are deemed to be work made-for-hire for Franchisor, and that Franchisor shall have no obligation to Franchisee with respect thereto. To the extent any such discovery, invention, technique, concept or idea does not qualify for "work made-for-hire" for Franchisor, you will assign ownership of such discovery, invention, technique, concept or idea and all related rights thereto to Franchisor and take whatever action (including signing an assignment agreement or other applicable documentation) we request to show our ownership thereof and/or to help us obtain and maintain our intellectual property rights therein. The purpose of this clause is to ensure that ideas for improvements to the System that may be generated by franchisees within the System will be distributed to the other franchisees as a benefit of belonging to the System.

S. Permit Franchisor to Enter Business

Franchisee shall permit Franchisor and its agents or representatives to enter the Business at any reasonable time (which shall include during business hours and 2 hours before and after business hours) for the purpose of conducting inspections, shall cooperate fully with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request, and, upon notice from Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, shall take such steps as may be deemed necessary to immediately correct any deficiencies detected during such inspections. In the event Franchisee fails or refuses to correct immediately any deficiency detected during such inspection, Franchisor shall have the right to make or cause to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand. The foregoing shall be in addition to any other remedies Franchisor may have pursuant to this Agreement.

T. Additional Requirements for Corporate Franchisee

If Franchisee is or becomes a corporation, limited liability company, or partnership or other organization or entity, the following requirements shall apply:

1. Franchisee shall confine its activities to the establishment and operation of the Business.

2. Franchisee's Certificate or Articles of Incorporation and Bylaws (or comparable governing documents) shall at all times provide that its activities are confined exclusively to operation of the Business and that the issuance, redemption, purchase for cancellation and transfer of voting stock, or other ownership interest therein, is restricted by the terms of this Agreement. Franchisee shall furnish Franchisor promptly upon request copies of Franchisee's Articles of Incorporation, Bylaws, and other governing documents, and any other documents Franchisor may reasonably request and any amendments thereto, from time to time.

3. Franchisee shall maintain a current list of all owners of record and beneficial owners of any class of voting stock or other ownership interest of Franchisee and shall furnish such list to Franchisor upon request.

4. Franchisee shall maintain stop transfer instructions against the transfer on its record of any equity securities (voting or otherwise) except in accordance with the provisions of Section XX. All securities issued by Franchisee shall bear the following legend, which shall be printed legibly and conspicuously on each stock certificate or other evidence of ownership interest:

THE TRANSFER OF THESE SECURITIES IS SUBJECT TO THE TERMS AND CONDITIONS OF A FRANCHISE AGREEMENT WITH WILD EGGS FRANCHISING, LLC DATED ___________________ REFERENCE IS MADE TO SAID AGREEMENT AND TO THE RESTRICTIVE PROVISIONS OF THE ARTICLES AND BYLAWS OF THIS LLC.

5. If Franchisee is or becomes a partnership, Franchisee shall furnish Franchisor promptly upon request a copy of its partnership agreement and any other documents Franchisor may request, and any amendments thereto, from time to time.

6. Franchisee shall maintain a current list of all general and limited partners, shareholders or member, and all owners of record and all beneficial owners of any class of voting stock of Franchisee and shall furnish the list to Franchisor promptly upon request, from time to time.

7. Each individual or entity which holds, directly or indirectly, 25% or more of the outstanding interest in Franchisee or is otherwise entitled to share in 25% or more of the benefits of Franchisee's financial performance shall enter into a Personal Guaranty in the form attached hereto as Exhibit B (a "Guaranty"), as such form may be amended or modified by Franchisor from time to time (if such Guaranty is to be executed subsequent to the date hereof in accordance with the terms of this Franchise Agreement). All such owners of Franchisee signing a Guaranty are "Guarantors" for purposes of this Agreement. The spouse of each individual who holds, directly or indirectly, 25% or more of the outstanding interest in Franchisee or is otherwise entitled to share in 25% or more of the benefits of Franchisee's financial performance must also co-sign the Guaranty. The principal stockholders, members or partners of any entity which holds, directly or indirectly, 25% or more of the outstanding interest in Franchisee or is otherwise entitled to share in 25% or more of the benefits of Franchisee's financial performance must also sign a guaranty.

U. Site Selection

Franchisee assumes all costs, liability, expense, and responsibility for locating, obtaining, and developing a site for the Business to be established under the Franchise Agreement and for constructing and equipping the Business at such site. Franchisee shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to the Accepted Location for the Business unless such Accepted Location is accepted in accordance with the procedure herein set forth and which provides, without limitation, for (a) thirty (30) days prior written notice of any default there under specifying such default and the right (but with no obligation) of Franchisor to cure any such default within said period, and (b) approval of the Franchisor as an assignee of Franchisee's interest there under.

FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR'S ACCEPTANCE OF A PROSPECTIVE SITE AND THE RENDERING OF ASSISTANCE IN THE SELECTION OF A SITE DOES NOT CONSTITUTE A REPRESENTATION, PROMISE, WARRANTY, OR GUARANTEE BY FRANCHISOR THAT A Wild Eggs RESTAURANT OPERATED AT THAT SITE WILL BE PROFITABLE OR OTHERWISE SUCCESSFUL.

Before commencing the Construction and/or Remodeling of the Business, Franchisee, at its expense, shall comply, to Franchisor's satisfaction, with all of the following requirements:

1. Franchisee shall submit a floor plan and/or site plan to Franchisor, and Franchisee at its option, may use any architect or engineer currently used by Franchisor to prepare detailed plans and specifications for the Construction and/or Remodeling of the Business;

2. Franchisee shall use a qualified general contractor or construction supervisor to oversee the Construction and/or Remodeling of the Business and completion of all improvements, and Franchisee shall submit to Franchisor a statement identifying the general contractor or construction supervisor; and

3. Franchisee shall obtain all licenses, permits and certifications required for lawful construction and/or remodeling, and operation of the Business including, without limitation, building, zoning, access, parking, driveway access, sign permits and licenses, and shall certify in writing to Franchisor that all such permits, licenses and certifications have been obtained. Franchisee shall obtain all

health, life safety, and other permits and licenses required for operation of the Business and shall certify that all such permits and licenses have been obtained prior to the Opening Date.

4. Franchisee shall cause such Construction and/or Remodeling to be performed only in accordance with the floor plan and/or site plan, and plans and specifications, approved by Franchisor, and no changes will be made to said approved plans and specifications, or the design thereof, or any of the materials used therein, or to interior and exterior colors thereof, without the express written consent of Franchisor.

V. Training

If the Business is Franchisee's first Wild Eggs restaurant, then before the Business opens, Wild Eggs will train Franchisee (or its managing owner) and up to three manager-level employees on operating a Wild Eggs restaurant. Wild Eggs will provide approximately eight weeks of training (the specific number of days depends on Wild Eggs' opinion of Franchisee's experience and needs) at Wild Eggs' training facility in Louisville, Kentucky or another location Wild Eggs designates and/or at an operating Wild Eggs restaurant. If Franchisee wishes to have additional persons (in addition to the four noted above) attend training, up to a maximum of six persons, attending training concurrently, Franchisee must pay $125 per person per day to attend the training program. If any attendee is not certified by Wild Eggs at the end of the training program, they may repeat the program and Franchisee will pay for their additional training at a cost of $125 per person per day. Franchisor may increase this fee to $150 per person per day on written notice to you. Franchisee also must pay for all travel and living expenses that Franchisee and its employees incur and for Franchisee's employees' hourly wages and/or salaries (if applicable), and workers' compensation insurance during training.

In order for training to begin, Franchisee shall have received a Certificate of Occupancy and Health Department approval for the Business premises, and all equipment, furniture and fixtures shall be in place and functioning.

Opening Training

Franchisor shall furnish 2 representatives for up to 15 days to assist with the opening and additional supervision (encompassing a period immediately leading up to, including and immediately following opening) to Franchisee. These trainers will assist in the setup and opening of the Franchised Business and their total cost of travel, food and lodging will be paid by Franchisor.

Additional Training

Any person subsequently employed as a full-time Manager of the Business may be required by Franchisor to complete the initial training program. At Wild Eggs' option, key personnel subsequently employed by Franchisee shall also complete to Wild Eggs' satisfaction, the initial training program. Franchisee must have at least three fully trained, full-time managers operating the Business during the entire term of this Agreement.

Franchisor may, at its discretion, make available additional training programs or seminars, as well as refresher courses to Franchisee and/or Franchisee's designated individual(s), from time to time. Franchisee will pay for additional training at a cost of $125 per person per day at Franchisor's location. Franchisor may increase this fee to $150 per person per day on written notice to you. If the training takes place at Franchisee's location the fee is $500 per trainer per day with a two day minimum.

Franchisor may, at any time, discontinue management training and decline to certify Franchisee and/or Franchisee's designated individual(s), who fail to demonstrate an understanding of the management training acceptable to Wild Eggs. If Franchisee or Franchisee's designated individual's management training is discontinued by Wild Eggs, Franchisee shall have 30 days to present an alternative acceptable candidate for management training to Franchisor. Franchisee shall be responsible for all expenses incurred by Franchisee or its employees in connection with any training programs, including, without limitation, the cost of transportation, lodging, meals, and wages.

W. Fire or Casualty

In the event the leased Business premises shall be damaged or destroyed by fire or other casualty, or be required to be repaired or reconstructed by any governmental authority, Franchisee shall commence the required repair or reconstruction of the leased Business premises within 30 days from the date of such casualty or notice of such governmental requirement (or such lesser period as shall be designated by such governmental requirement), and shall complete all required repair or reconstruction as soon as possible thereafter, in continuity, but in no event later than 60 days from the date of such casualty or requirement of such governmental notice. The minimum acceptable appearance for the restored leased Business premises will be that which existed just prior to the casualty; however, every effort should be made to have the restored leased Business premise include the then-current image, design and specifications of Wild Eggs.

X. Compliance with Data Security Guidelines and Payment Rules; Cyber-Event/Identity Theft

Franchisee shall use commercially reasonable efforts to protect the restaurant's customers against a cyber-event, identity theft or theft of personal information. Franchisee shall at all times be in compliance with (a) the Payment Card Industry Data Security Standards ("PCI DSS"), (b) the NACHA ACH Security Framework, (c) Payment Rules (as defined below), (d) local, state and federal laws and regulations relating to data privacy, data security and security breaches and (e) Franchisor's security policies and guidelines, all as may be amended from time to time (collectively, "Data Security Safeguards"). For purposes of this Section X.X,: "Payment Rules" means the operating rules and regulations of Payment Processors and any applicable Payment Network, as in effect from time to time; "Payment Processors" means all credit card, debit card and/or ACH processors whose services Franchisor may require Franchisee to utilize, as well as payment gateway service providers; and "Payment Network" means Visa, MasterCard, and any credit or debit card network issuing credit or debit cards or their duly authorized entities, agents, or affiliates, together with NACHA. Franchisee must obtain advice from appropriate legal and security consultants to ensure that Franchisee operates your Business at all times in full compliance with the Data Security Safeguards. In the event of any cyber-event, identity theft, or theft of personal information of a customer due to any security breach by Franchisee, its agents, or its employees, regardless of whether you were compliant with the Data Security Safeguards, Franchisee shall pay to Franchisor up to a maximum of $200 per record to offset its out-of-pocket costs and expenses relating to any such cyber- event or security breach (including its costs incurred in responding to and notifying customers).

Y. Miscellaneous

Franchisee shall give Franchisor advance written notice of Franchisee's intent to institute legal action against Franchisor, specifying the basis for such proposed action, and shall grant Franchisor thirty (30) days from receipt of said notice to cure the alleged act upon which such legal action is to be based.

XI. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO INSURANCE

A. Overall Coverage Required

Franchisee shall procure, prior to opening the Business, and shall maintain in full force and effect during the term of this Agreement at Franchisee's expense, an insurance policy or policies protecting Franchisor, and the officers, directors, partners, and employees of both Franchisor and Franchisee against any loss, liability, personal injury, death, property damage, or expense whatsoever arising or occurring upon or in connection with operating the Business. Franchisor and its affiliates shall be named as an additional insured on all such policies.

Prior to the opening of the Business and thereafter at least thirty (30) days prior to the expiration of any such policy or policies, Franchisee shall deliver to Franchisor certificates of insurance evidencing the proper coverage with limits not less than those required hereunder. All certificates shall expressly provide that not less than thirty (30) days prior written notice shall be given to Franchisor in the event of material alteration to termination, non-renewal, or cancellation of, the coverage's evidenced by such certificates.

B. Insurance Carrier Must be Approved by Franchisor

Such policy or policies shall be written by an insurance company rated A-minus or better, in Class 10 or higher, by Best Insurance Ratings Service and satisfactory to Franchisor in accordance with standards and specifications set forth in the Manual or otherwise in writing, from time to time, and shall include, at a minimum (except as additional coverage's and higher policy limits may be specified by Franchisor from time to time), the following initial minimum coverage in the chart below. Refer to the Manual for all required, suggested, and optional insurance.

1. Commercial General Liability Insurance, including coverage for products-completed operations, contractual liability, personal and advertising injury, fire damage, medical expenses, having a combined single limit for bodily injury and property damage as defined in the below chart. All such coverage's shall be on an occurrence basis and shall provide for waivers of subrogation.

General Liability	$1,000,000	Per Occurrence
	$2,000,000	In the Aggregate
Products and Completed Operations	$1,000,000	Per Occurrence
	$2,000,000	In the Aggregate
Personal/Advertising Injury Limit	$1,000,000	Per Occurrence
	$1,000,000	In the Aggregate
Umbrella	$1,000,000	In the Aggregate
Tenants Liability	$ 500,000	Per Occurrence
Medical Expense Limit	$ 10,000	Per Occurrence
Employment Practices Liability	$ 100,000	In the Aggregate
Workers' Compensation	$1,000,000	In the Aggregate
Liquor Liability	$1,000,000	Per Occurrence
	$2,000,000	In the Aggregate
Fire Damage	To cover building and property	Not less than per Occurrence
Cyber Liability	$1,000,000	In the Aggregate
Business Interruption Insurance	$ 100,000	Not less than Per Month

Comprehensive Crime and Employee Dishonesty Insurance	$ 25,000	Per Occurrence
Sign Coverage	To cover sign not attached to building	Not less than per Occurrence
Water Sewer Backup Coverage	$ 15,000	Per Occurrence
Electronic Data Equipment and POS Coverage	$ 30,000	Per Occurrence
Food or Beverage Spoilage	$ 25,000	Per Occurrence
Monies and Securities (on and off premises)	$ 10,000	Per Occurrence
Automobile Liability Insurance (if automobile is owned, non- owned, rented, scheduled or hired by the business)	$1,000,000	Per Person
	$1,000,000	Per Accident
	$ 500,000	Per Occurrence
	$1,000,000	General Liability per Occurrence
Business Income and Extra Expense	Actual Loss Sustained	Per Occurrence with 12 month limitation, 24 hour waiting period, and extension for off-premises utility services to include overhead transmission lines. To also include shut down from food contamination.

2. Franchisee must also maintain comprehensive crime and blanket employee dishonesty insurance in an amount of not less than $25,000.

3. All-risk property insurance, including theft and flood coverage (when applicable), written at replacement cost value covering the leased Business premises, improvements, furniture, fixtures, equipment and inventory. Coverage shall be written in a value which will cover not less than eighty percent (80%) of the replacement cost of the leased Business premises and one hundred percent (100%) of the replacement cost of the contents of the leased Business premises.

4. Employer's Liability and Worker's Compensation Insurance, as required by state law.

5. Business interruption insurance of not less than one hundred thousand dollars ($100,000) per month for loss of income and other expenses with a limit of not less than six (6) months of coverage.

Franchisee's obligation to obtain and maintain, or cause to be obtained and maintained, the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section XVI of this Agreement.

C. No Limitations on Coverage

Franchisee's obligations to obtain and maintain the foregoing insurance policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in this Agreement. Franchisee may maintain such additional insurance as it may consider advisable.

D. Franchisee Must Provide Evidence of Coverage to Franchisor

Upon obtaining the insurance required by this Agreement and on each policy renewal date thereafter, Franchisee shall promptly submit evidence of satisfactory insurance and proof of payment to Franchisor, together with, upon request, copies of all policies and policy amendments and endorsements. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be cancelled or materially altered without giving at least thirty (30) days' prior written notice to Franchisor.

E. Franchisor May Procure Insurance Coverage

Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as described from time to time by the Manual or otherwise in writing, Franchisor shall have the right and authority (but no obligation) to procure such insurance and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice from Franchisor.

XII. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO ACCOUNTING AND RECORDS

A. Bookkeeping, Accounting and Records

Franchisee shall use the standard accounting system described by Franchisor in the Manual or otherwise specified in writing in connection with the operation of the Business. Franchisee shall maintain during the term of this Agreement, and shall preserve for a minimum of three (3) years, full, complete accurate records of sales, closeout sheets, payroll, and accounts payable in accordance with the standard accounting system described by Franchisor in the Manual or otherwise specified in writing.

B. Franchisor's Right to Audit

Franchisor or its designated agents shall have the right, at all reasonable times, to examine and copy, at Franchisor expense, the books, records, and tax returns of Franchisee and the Business. Franchisor shall also have the right, at any time, to have an independent audit made of the books of the Business. If an inspection should reveal that any payments to Franchisor have been understated in any report to Franchisor, then Franchisee shall immediately pay to Franchisor the amount understated upon demand, in addition to interest on such amount from the date such amount was due until paid, at the Default Rate, calculated on a daily basis. If an inspection discloses an understatement in any payment to Franchisor of two percent (2%) or more, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses relating to the inspection (including, without limitation, travel, lodging and wage expenses and reasonable accounting and legal costs), and, at Franchisor's discretion, submit audited financial statements prepared, at Franchisee' expense, by an independent certified public accountant satisfactory to Franchisor. If an inspection discloses an understatement in any payment to Franchisor of four percent (4%) or more, such act or omission shall constitute grounds for immediate termination of this Agreement, as set forth in Section XXI hereof unless such understatement is the result of causes or events not under the control of Franchisee, and the Franchisee can provide proof of such, and cure understatement within seven (7) days of notice by Franchisor, Franchisors Legal Counsel or Accountants. . The foregoing remedies shall be in addition to any other remedies Franchisor may have pursuant to this Agreement and as provided at law and in equity.

C. Reporting of Gross Sales

Franchisee shall submit to Franchisor during the term of this Agreement, after the opening of the Business, (a) a royalty report, on a one (1) week accounting period (the "Accounting Period") basis in the form prescribed by Franchisor from time to time, accurately reflecting all Gross Sales during each preceding Accounting Period, and such other data or information as Franchisor may require, from time to time, said report to be received by Franchisor within three (3) days from the end (Sunday) of each such Accounting Period; and (b) profit and loss statements, balance sheets and trial balances prepared in accordance with generally accepted accounting principles, consistently applied, for each accounting period, to be received by Franchisor within fifteen (15) days after the date of expiration of each period covered by the report, (c) copies of all tax returns relating to sales at the Business to be received by Franchisor within ten (10) days of the end of the state sales tax reporting period, and (d) such other data or information as Franchisor may require, from time to time.

D. Submission of Financial Statements

Franchisee shall, at its expense, submit to Franchisor, within thirty (30) days of the end of each calendar quarter during the term of this Agreement, on forms prescribed by Franchisor, a financial statement, which may be unaudited, for the preceding quarter, including both an income statement and balance sheet. Each financial statement shall be signed by Franchisee or by Franchisee's Treasurer or Chief Financial Officer, attesting that the statement is true and correct. Franchisee shall also, at its expense, submit to Franchisor within sixty (60) days of the end of each fiscal year of Franchisee during the terms of this Agreement, a complete financial statement for said fiscal year, including, without limitation, both an income statement and balance sheet, which may be unaudited, together with such other information in such form as Franchisor may require. Franchisee shall also submit to Franchisor the current financial statement and other forms, records, reports, information, and data as Franchisor may designate, in the form, and at the times and the places required by Franchisor, upon request, and as specified from time to time in the Manual or otherwise in writing.

E. Disclosure of Financial Statements

Franchisee hereby grants permission to Franchisor to release to Franchisee's landlord, lenders or prospective landlords or lenders, any financial and operational information relating to Franchisee and/or the Business; however, Franchisor has no obligation to do so.

F. Accounting System, Computer and POS System

Franchisee shall follow and adhere to the daily accounting and reporting procedures, operation procedures and telecommunication procedures as required by Franchisor, from time to time, and shall purchase accounting and reporting equipment, operations equipment, surveillance, and telecommunication equipment, including, but not limited to, the Computer System, including the POS system, as required by Franchisor. The Computer System, including the POS system, to be used in the Business shall possess several important features in order to facilitate the operation and internal accounting control of the Business. The requirements for the hardware, software, equipment and services are included in the Manual and may be modified at any time and you may be required to comply with any changed minimum requirement at your expense. There is no limitation on the cost or frequency of our right to do so. We will have independent access to the information and data stored on your POS system, and we will have the right to use this information and data in any manner we deem appropriate.

XIII. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO USES OF NAMES AND MARKS

A. Names and Marks are Owned by Affiliate

Franchisor warrants with respect to the proprietary Names and Marks that:

1. Franchisor has the right to use the Names and Marks to establish Wild Eggs in the United States and Canada.

2. Franchisor or its affiliate is taking and will take such steps as are reasonably necessary to preserve and protect the ownership and validity of such Names and Marks; and

3. Franchisor will use and permit Franchisee and other franchisees to use the Names and Marks with the System and standards attendant thereto, which underlie the goodwill associated with and symbolized by the Names and Marks.

B. Franchisee is Licensed to Use Names and Marks

With respect to Franchisee's franchised use of the Names and Marks pursuant to this Agreement, Franchisee agrees that:

1. Franchisee shall use only the Names and Marks as are approved in writing by Franchisor for Franchisee's use, and shall use them only in the manner authorized and permitted by Franchisor and that in any use whatsoever of the Names and Marks of Franchisor that the Names and Marks are identified as being registered to or owned by Franchisor;

2. Franchisee shall use the Names and Marks only in connection with the operation of the Business and in advertising for the Business conducted at or from the Accepted Location;

3. Franchisee shall use and display, as Franchisor may require in the operation of the Business, a notice in the form approved by Franchisor indicating that Franchisee is a "Franchised Operator" under the System and that the Names and Marks are used by Franchisee under such Franchise;

4. Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Business under the Name and Mark "Wild Eggs";

5. Franchisee's right to use the Names and Marks is limited to such usages as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights;

6. Franchisee shall not use the Names and Marks to incur any obligations or indebtedness on behalf of Franchisor;

7. Franchisee shall not use the Names and Marks or any part thereof as part of its corporate or other legal name;

8. Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registration, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Names and Marks or to maintain their continued validity and enforceability; and

9. In the event any litigation involving the Names and Marks is instituted or threatened against Franchisee, Franchisee shall promptly notify Franchisor and shall cooperate fully with Franchisor in defending such litigation.

10. During the term of this Agreement and any renewal hereof, Franchisee shall identify itself as the owner of the Business in conjunction with any use of the Names and Marks, including, but not limited to, on invoices, order forms, receipts, and contracts, as well as at such conspicuous locations on the premises of the Business as Franchisor may designate in writing. The form and content of such identification shall comply with standards set forth in the Manual.

C. Franchisee Will Not Challenge Affiliate's Rights In Its Names and Marks Franchisee expressly understands and acknowledges that:

1. As between the parties hereto, Franchisor is the owner of all right, title, and interest in and to the Names and Marks and the goodwill associated with and symbolized by them;

2. The Names and Marks are valid and serve to identify the System and those who are franchised under the System;

3. Franchisee shall not directly or indirectly contest the validity or Franchisor's affiliate's ownership of the Names and Marks;

4. Franchisee's use of the Names and Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Names and Marks, except the non-exclusive Franchise granted herein;

5. Any goodwill arising from Franchisee's use of the Names and Marks in its Business under the System shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement and the Franchise herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Names and Marks;

6. Franchisor reserves the right to modify the Names and Marks in any manner or substitute different Names and Marks for use in identifying the System, the Business and other franchised businesses operating there under;

7. Franchisee hereby agrees not to register or attempt to register the Names and Marks in Franchisee's name or that of any other firm, person or corporation;

8. The right and license of the Names and Marks granted hereunder to Franchisee is nonexclusive, and Franchisor thus has and retains the rights, among others:

a) To use the Names and itself in connection with selling products and services;

b) To grant other licenses for the Names and Marks, in addition to those licenses already granted to existing franchisees; and

c) To develop and establish other systems using similar Names and Marks, or any other proprietary marks, and to grant licenses or franchises thereto at any location(s) whatsoever without providing any rights therein to Franchisee.

9. Franchisee understands and acknowledges that Franchisor has the unrestricted right to engage, directly or indirectly, through its or their employees, representatives, licensees, assigns, agents and others, at wholesale, retail and otherwise, in the production, distribution and sale of products and services bearing the Names and Marks licensed hereunder or other names or marks, including without limitation, products and services included as part of the System. Franchisee shall not under any circumstances engage in any wholesale trade or sale of System products and services for resale.

XIV. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO CONFIDENTIALITY OF PROPRIETARY INFORMATION

A. Franchisee Will Learn Proprietary Matters

Franchisee acknowledges that he or she will obtain knowledge of proprietary matters, techniques and business procedures or Franchisor that are necessary and essential to the operation of the Business, without which information Franchisee could not effectively and efficiently operate such business, including, without limitation, knowledge regarding the System, the layout of the Business and the Manual. Franchisee further acknowledges that such proprietary information was not known to Franchisee prior to execution of this Agreement and that the methods of Franchisor are unique and novel to the System. As used herein, "Proprietary Information" shall mean confidential information concerning:

1. Persons, corporations or other entities which are, have been or will become Franchisees of the System and any investors therein;

2. Persons, corporations or other entities which are, have been or will become customers of the Business;

3. The terms of and negotiations relating to past or current Franchise Agreements with respect to the System;

4. The operating procedures of the System, including without limitation: distinctive management; bookkeeping and accounting systems and procedures; advertising, promotional and marketing methods; personnel hiring and training procedures; handling, storage and preparation of menu items; the manufacturers, suppliers and uses of equipment; and lists of vendors and suppliers;

5. The economic and financial characteristics of the System and Franchisees, including without limitation: pricing policies and schedules, profitability, earnings and losses, and capital and debt structures;

6. The services and products offered to customers of Businesses, including, without limitation, the scope of services performed and services refused; and

7. All documentation of the information listed in Sections XIV.A.1 through XIV.A.7 hereof, including, without limitation, the Manual. During the term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement, Franchisee agrees not to divulge, directly or indirectly, any Proprietary Information, without the prior written consent of Franchisor. Nothing contained herein shall be construed so as to require Franchisor to divulge any secret processes, formulas, or the like.

B. Franchisee's Employees Will Not Disclose Proprietary Information

Franchisee may disclose Proprietary Information only to such of its employees, agents and representatives as must have access to it in order to operate the Business. Franchisee shall obtain from each such employee, representative or agent, an agreement that such person shall not during the course of his employment, representation, or agency with Franchisee, or for a period of five (5) years thereafter, use, divulge, disclose or communicate, directly or indirectly, in any form or manner, to any person, firm or corporation, any of the Proprietary Information of Franchisor.

C. Injunctive Relief is Available to Franchisor

Franchisee acknowledges that any failure to comply with the requirements of this Section XIV will cause Franchisor irreparable injury, and Franchisor shall be entitled to obtain specific performance of, or an injunction against any violation of, such requirements; Franchisee waives any requirements for the posting of any bond(s) relating thereto. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against, violation of requirements of this Section XIV. The foregoing remedies shall be in addition to any other legal or equitable remedies which Franchisor may have.

D. Franchisor's Patent Rights and Copyrights

Franchisor does not own rights in or to any patents that are material to the Franchise. However, Franchisor may obtain copyright protection for the Manual and certain marketing, sales, and operations literature. Furthermore, Franchisor claims rights to certain trade secrets and confidential information as discussed above.

XV. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO TAXES, PERMITS AND LAWSUITS

A. Franchisee Must Notify Franchisor of Lawsuits

Franchisee shall notify Franchisor in writing within five (5) days of notice of the commencement of any action, suit, or proceeding against Franchisee, and of the issuance of any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which arises out of, concerns, or may affect the operation or financial condition of the Business, including, without limitation, any criminal action or proceedings brought by Franchisee against its employees, customers, or other persons.

B. Franchisee Must Comply With Laws

Franchisee shall, at Franchisee's expense, comply with all federal, state and local laws, rules, regulations and ordinances and shall timely obtain and shall keep in force as required throughout the term of this Agreement all permits, certificates and licenses necessary for the full and proper conduct of the Business, including, without limitation, any required permits, licenses to do business, industry-specific certifications and/or licenses, fictitious name registrations, sales tax permits, and fire clearances. Copies of the above aforementioned should be sent to Franchisor upon all renewals and issuances.

C. Franchisee Must Pay Taxes Promptly

Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of any kind incurred by Franchisee in the conduct of the Business. Franchisee shall pay Franchisor an amount equal to any sales tax, gross receipts tax or similar tax imposed on Franchisor with respect to any payments to Franchisor required under this Agreement, unless tax is credited against income tax otherwise payable by Franchisor.

D. Franchisee May Contest Tax Assessments

In the event of any bona fide dispute as to any liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law. However, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor to occur against the premises of the Business, or any improvements thereon.

XVI. SPECIFIC OBLIGATION OF FRANCHISEE RELATING TO INDEMNIFICATION

Franchisee understands and agrees that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name. Franchisee further understands and agrees that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, or by reason of any act or omission of Franchisee in its conduct of the Business or any claim or judgment arising there from against Franchisee. In addition to and not in lieu of any similar provision in this Agreement, Franchisee and each of the Guarantors, agree to indemnify, exculpate, defend and hold harmless Franchisor, our affiliates and our and our affiliates' respective shareholders, directors, members, managers, officers, employees, agents, successors and assignees (collectively, the "Indemnified Parties" and each an "Indemnified Party") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, that are incurred by, or awarded against, an Indemnified Party (collectively, "Losses"), arising out of or related to, or alleged to have arisen out of or related to, in whole or part, any one or more of the following: (i) the infringement, alleged infringement or any other violation by you, your Guarantors or principals of any patent, mark, copyright, or other proprietary right owned or controlled by third parties due to your unauthorized use of all or any portion of the Names and Marks and/or System; (ii) the violation, breach, or asserted violation or breach by you, your Guarantors or principals of any federal, state, or local law, regulation, ruling or industry standard; (iii) libel, slander, or any other form of defamation by you or your Guarantors or principals; (iv) the violation or breach by you or by any of your Guarantors or principals of any warranty, representation, agreement, covenant or obligation of this Agreement or in any other agreement between you and us or our affiliates; (v) any cyber-event, data breach, identity theft or theft of personal information of a customer due to any security breach by you, your employees or your agents, vendors, or contractors; (vi) acts, errors, or omissions of you, any of your affiliates, any of your principals, officers, directors, members, managers, shareholders, agents, representatives, independent contractors, and employees of you and your affiliates in connection with the establishment and operation of the Business, including, but not limited to, any acts, errors, or omissions of any of the foregoing in the operation of any motor vehicle or in the establishment or implementation of security for the Business; or (vii) your operation of the Business. For purposes of this indemnification, "claims" includes all obligations, damages (actual, consequential or otherwise) and costs incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, reasonable accountants', arbitrators', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses. We have the right to defend any such claim against us at your expense and you shall promptly reimburse us. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Notwithstanding anything to the contrary in this Section XVI, you are not obligated to indemnify or defend an Indemnified Party against any third-party claim if such third-party claim or corresponding Losses (and then only to the extent that) are determined to be caused solely, according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction, by the Indemnified Party's: (a) gross negligence or willful misconduct or (b) bad faith failure to materially comply with any of its material obligations set forth in this Agreement.

XVII. MISCELLANEOUS COVENANTS OF FRANCHISEE

A. Covenants are Independent

The parties agree that each covenant herein shall be construed to be independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Agreement is held to be unenforceable or unreasonable by a court or agency having competent jurisdiction in any final decision to which Franchisor is a party, Franchisee and each Guarantor expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resultant covenant were separately stated in and made a part of this Agreement.

B. Franchisee Will Not Compete Against Franchisor

Franchisee and all Guarantors specifically acknowledge that, pursuant to this Agreement, they will or may receive access to valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of Wild Eggs and the System. Franchisee and each Guarantor covenants that, during the term of this Agreement, except as otherwise approved in writing by Wild Eggs, Franchisee and each Guarantor shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person, persons, or legal entity, employ or seek to employ any person who is at that time employed in a management capacity by Franchisor or by any other franchisee or affiliate of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment.

Franchisee and each Guarantor further covenant that, except as otherwise approved in writing by Franchisor, Franchisee and each Guarantor shall not, during the term of this Agreement and for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, or any Transfer (including pursuant to the Franchisor's exercise of its ROFR), and continuing for 2 years thereafter, either directly or indirectly for itself, or through, on behalf of, or in conjunction with, any person, persons, or legal entity, own, maintain, operate, engage in, be employed by, be a consultant for, provide services to, or have any interest in any business which is the same as or substantially similar to the Business (i.e. a restaurant establishment featuring the offering and sale of specialty breakfast, lunch and brunch items, beverages (including alcoholic beverages) and related menu items for eat-in and take-away service and, where practical, catering and/or home-delivery) (a "Competitive Business") and which is located within a radius of 10 miles of the Protected Area or within the Protected Area or a 10 mile radius of the Protected Area of any other Wild Eggs in existence or planned as of the time of termination or expiration of this Agreement.

C. Exception to Covenant Not to Compete

Section XVII.B hereof shall not apply to ownership by Franchisee or any Guarantor of less than a 5% beneficial interest in the outstanding equity securities of any Publicly-Held Corporation.

D. Franchisee Will Not Divert Business

During the term of this Agreement and for a period of 2 years following the expiration or termination of this Agreement (regardless of the reason for the termination) or any Transfer (including pursuant to the Franchisor's exercise of its ROFR), Franchisee and each Guarantor covenants that it will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity:

1. Divert or attempt to divert business or customers or prospective customers of the Business with which or whom Franchisee has had contact during the term of this Agreement to any business or competitor by direct or indirect inducement or otherwise; or

2. Do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Names and Marks or the System or both; or

E. Franchisor Is Entitled to Injunctive Relief

Franchisee and each Guarantor acknowledges that any failure to comply with the requirements of this Section XVII will cause Franchisor irreparable injury for which no adequate remedy at law may be available, and Franchisee and each Guarantor hereby accordingly consents to the issuance by a court of competent jurisdiction of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section XVII and waives any requirement for the posting of any bond(s) relating thereto. Franchisor may further avail itself of any legal or equitable rights and remedies which it may have under the Agreement or otherwise.

F. Covenants Are Enforceable Independent of Claims

Franchisee and each Guarantor expressly agrees that the existence of any claim it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants of this Section XVII. Franchisee and each Guarantor further agrees that Franchisor shall be entitled to set off any amounts owed by Franchisor to Franchisee against any loss or damage to Franchisor resulting from Franchisee's or any Guarantor's breach of this Section XVII.

G. No Right of Set-Off

Franchisee and each Guarantor expressly agrees that the existence of any claims it may have against Franchisor or any affiliate, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section XVII. Franchisee and each Guarantor agree to pay all damages, costs and expenses (including reasonable attorney's fees) incurred by Wild Eggs in connection with the enforcement of this Section XVII.

XVIII. OBLIGATIONS OF FRANCHISOR: SUPERVISION, ASSISTANCE OR SERVICES

Franchisor shall provide Franchisee with the following assistance and services:

A. Initial Training Program

1. Franchisor shall provide such continuing advisory assistance to Franchisee in the operation, advertising and promotion of the Business as Wild Eggs deems advisable. Franchisor shall also provide refresher training programs for Franchisee and to Franchisee's employees as Franchisor deems appropriate.

2. Franchisor may, from time to time, provide to Franchisee, at Franchisee's expense, such advertising and promotional plans and materials for local advertising as described in Section VIII.D of this Agreement and may direct the discontinuance of such plans and materials, from time to time. All

other advertising and promotional materials which Franchisee proposes to use must be reviewed and approved by Franchisor, pursuant to Section VIII.D hereof.

3. Franchisor may conduct additional virtual or hands-on seminars, or other training programs for the benefit of Franchisee, and Franchisee (and/or Franchisee's employees) may attend any such seminar or program. Franchisor may charge a reasonable fee for such seminar or program if it is deemed appropriate. Any and all traveling, living and other expenses incurred by anyone attending training shall be paid by Franchisee.

4. Franchisee may make reasonable request for training in addition to that specified above, and Franchisor shall provide such training, at Franchisee's expense, including without limitation, any travel, lodging, meals and other related costs.

5. Franchisee shall complete and/or shall cause its employees to complete, to Franchisor's satisfaction, such other additional training as Franchisor may reasonably require from time to time.

6. Franchisor may provide Franchisee, from time to time, as Franchisor deems appropriate, such merchandising, marketing and other data and advice as may from time to time be developed by Franchisor and deemed by Franchisor to be helpful in the managing and operation of the Business.

7. Franchisor may provide such periodic individual or group advice, consultation and assistance, rendered by a personal visit, virtual communication, telephone, or by newsletter or bulletins made available from time to time to all Wild Eggs franchisees, as Franchisor may deem necessary or appropriate.

8. Franchisor may provide such bulletins, brochures, manuals and reports, if any, as may from time to time be published by or on behalf of Wild Eggs regarding its plans, policies, developments and activities. In addition, Franchisor may provide such communication concerning new developments, techniques and improvements management which Franchisor feels are relevant to the operation of the Business.

9. Franchisor shall provide the requirements for a standardized system for accounting, cost control and inventory control.

10. Franchisor may conduct, as it deems advisable, inspections of the Business franchised hereunder, and evaluations of the products sold and services rendered therein.

11. Franchisor shall take any action Franchisor deems appropriate (in Franchisor's sole discretion) to preserve the Names and Marks against unauthorized operations which infringe on such Names and Marks.

12. All obligations of Franchisor under this Agreement are intended only for the benefit of Franchisee, and no other party is entitled to rely on, enforce, benefit from or obtain relief for breach of such obligations, either directly or by subrogation or as a third-party beneficiary or in any other manner.

B. Site Selection

Franchisee has the responsibility for selecting a site for the Business. Franchisor shall then review and accept or reject Franchisee's site selection and lease agreement, based on an analysis of local competing businesses, population density and other demographics, visibility and accessibility, traffic patterns, the neighborhood, suitability of the premises to be leased and other factors more fully described in Franchisor's Manual. The suitability of a site is determined on a case-by-case basis. Franchisor's acceptance of a site does not constitute a guarantee by Franchisor that the Business will be profitable at that site.

C. Business-Layout and Design

Franchisor will designate or approve an architect to provide the Franchisee with the layout and design of the Business including site survey (if necessary), preliminary layout/design, construction documents, permitting, and construction administration (if desired). Franchisors designated restaurant equipment and furniture vendor will provide the architect with preliminary kitchen design services including location of equipment and fixtures, along with a complete set of kitchen construction documents at little to no charge. Preliminary designs will be provided to Franchisee within two weeks of receipt of all information that architect may require to complete design work. Within 6 weeks following the completion of (1) site acceptance, (2) Franchisor's approval of the lease form or purchase contract, (3) execution of the Franchise Agreement, and (4) execution of the lease or purchase contract, the architect should provide Franchisee with a full set of construction documents. Franchisor will assist the Franchisee and the architect in the development of both the preliminary and final plans. The costs of the architectural services, leasehold improvements, signs, equipment, furniture and fixtures for finishing out a Business are the responsibility of Franchisee.

D. Post-Training Assistance

In addition to the assistance rendered to Franchisee prior to opening, Franchisor may provide continuing consultation and advice regarding business, financial, operational, technical, pricing, legal, sales and advertising matters, products, management of supplies, styles and type of service, operation of the Business, and development of personnel policies, as Franchisor deems appropriate in Franchisor's sole discretion from time to time. Franchisor may provide such assistance by virtual communication, telephone or, if the situation warrants, through on-site assistance of appropriate Franchisor personnel.

E. Operations Manual

In order to protect the reputation and goodwill of Wild Eggs and to maintain high standards of operation under Wild Eggs Proprietary Marks, Franchisee shall conduct its business in accordance with this Agreement and the Manual, which may include digital sources, video, webinars, computer software, other electronic media or online/virtual means, and/or written materials, or other written directives which Franchisor may issue to Franchisee from time to time whether or not such directives are made part of the Manual, and any other materials created or approved for use in the operation of the Business by Franchisor, from time to time.

Franchisee shall at all times treat the Manual, any written directives of Franchisor, any business plans and specifications, and any other manuals created for or approved for use in the operation of the Business, and any supplements thereto, and the information contained therein, in trust and as confidential information, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

The Manual, written directives, other manuals and materials, and any other confidential communications provided or approved by Franchisor, shall at all times remain the sole property of Franchisor and shall at all times be kept and maintained in a secure place on the Business premises.

Franchisor from time to time revise the contents of the Manual and the contents of any other manuals and materials created or approved for use in the operation of the Business, and Franchisee expressly agrees that each new or changed standard shall be deemed effective upon receipt by Franchisee or as specified in such standard.

Franchisee shall at all times insure that its copy of the Manual is kept current and up-to-date; and, in the event of any dispute as to the contents of the Manual, the master copy of the Manual maintained by Franchisor at Wild Eggs headquarters shall be controlling.

Any suggestions Franchisee may have concerning the improvement of products, equipment, uniforms, business facilities, service format and advertising are encouraged and shall be considered by Wild Eggs when adopting or modifying the standards, specifications and procedures for the System.

F. Suppliers

Franchisor shall provide Franchisee a list of designated or approved suppliers of necessary products, services and supplies, which Franchisor reserves the right to modify at its sole discretion from time to time.

G. Recommended Price Schedules

Franchisor may advise Franchisee from time to time as Franchisor deems appropriate concerning suggested retail prices. Nothing contained herein shall be deemed a representation by Franchisor that the use of Franchisor's suggested prices will in fact optimize profits.

H. Advertising and Promotion

Franchisor may develop and provide from time to time at Franchisor's sole discretion certain creative materials for local and regional advertising and make such advertising materials available to its Franchisees for publication or distribution in the Franchisee's market area at Franchisee's own expense. Franchisor shall be reimbursed for the creative and production costs for such items as billboard and signage design, radio, television and electronic media production, public relations campaigns, copy for newspaper, magazine advertisements, flyers and other promotional material. Franchisor shall provide specific guidelines for advertising initiated by individual Franchisees and shall reserve the right to disapprove any advertising which, in Franchisor's opinion, is not in accordance with these guidelines. However, no approval shall be unreasonably withheld or denied. Immediately upon notification to do so, Franchisee shall discontinue any advertising that would, in Franchisor's opinion, be detrimental.

I. Start-up Packet

Franchisor will provide you with a Start-Up Packet, within 30 days after you complete the initial training program that includes 4 long sleeve Wild Eggs logo button-downs, 4 Wild Eggs logo jackets or golf wind breakers, 4 Wild Eggs logo hats, and 500 Wild Eggs generic business cards.

XIX. VARYING STANDARDS

Because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole and absolute discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population or trade area, existing business practices, or any other condition which Franchisor deems to be of importance to the successful operation of such franchisee's business. Franchisee shall not have any right to complain about a variation from standard specifications and practices granted to any other franchisee and shall not be entitled to require Franchisor to grant to Franchisee a like or similar variation.

XX. SALE OF FRANCHISE

A. Assignment by Franchisee

This Agreement restricts Franchisee's right to assign the Agreement to a third party. Neither this Agreement, nor any of Franchisee's rights or privileges, nor (if Franchisee is an entity) any ownership interest in Franchisee, shall be assigned, transferred, shared, redeemed or divided by operation of law or otherwise, in any manner (whether directly or indirectly), and no change in control of Franchisee shall occur (any of the aforementioned events, a "Transfer"), without the prior written consent of Franchisor, which consent will not be withheld or delayed unreasonably. (For purposes of this Section XX, "control" means the direct or indirect ownership, whether by ownership of securities, contract, proxy or otherwise, of shareholding or contractual rights of Franchisee that assures (i) the majority of the votes in the resolutions of Franchisee, or (ii) the power to appoint the majority of the managers or directors of Franchisee, or (iii) the power to direct or cause the direction of the management or policies of the Franchisee.) In granting any such consent, Franchisor may impose reasonable conditions, including, without limitation, the following:

1. Franchisee must be in full compliance with the terms of this Franchise Agreement, including being paid in full on all fees due and payable to us or our affiliate;

2. The proposed transferee (or its partners, managers, directors, officers, or controlling shareholders, if it is a corporation, limited liability company or partnership) must meet the then-applicable standards of Franchisor;

3. The proposed transferee must not operate a franchise, license or other business offering services similar to those offered by the Business;

4. The transferee must execute and agree to be bound by the then current Franchise Agreement offered by Franchisor, which may contain terms and provisions that are materially different from the terms and provision from this Agreement or which materially alter the rights or obligations of Franchisee under this Agreement;

5. Franchisor shall not charge such transferee an Initial Franchise Fee for the Franchise, but will charge a Transfer fee of $10,000. If Franchisor determines that training is required, assignee will attend training at Franchisor's Home Office as required under the then current Franchise Agreement. Franchisor shall have the right to require Franchisee and its owners to execute a general release of Franchisor in a form satisfactory to Franchisor's counsel as a condition to its approval of a Transfer;

6. Franchisee shall have substantially complied with all of the terms and provisions of this Agreement, any amendment hereof or successor hereto, or any other agreements between the

Franchisee and Franchisor, its subsidiaries or affiliates and, at the time of transfer, shall not be in default thereof;

7. The transferor shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances;

8. The transferee (and, if the transferee is other than an individual, such principals and/or owners of a beneficial interest in the transferee as Franchisor may request) shall enter into a written assumption agreement, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement and/or any new franchise agreement, as hereinafter provided;

9. The transferee shall demonstrate to Franchisor satisfaction that the transferee meets Franchisor educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the Business (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Business.

10. The transferee (and, if the transferee is other than an individual, such principals and/or owners of a beneficial interest in the transferee as Franchisor may request) shall execute, for a term ending on the expiration date of this Agreement and with such renewal term, if any, as may be provided by this Agreement, the standard form franchise agreement then being offered to new System franchisees and such other ancillary agreements as Franchisor may require for the Business, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty rate, advertising contribution, and service charge for goods; provided; however, that the transferee shall not be required to pay an initial franchise fee;

11. The transferee, at its expense, shall upgrade the Business to conform to the then-current standards and specifications of the new entry System and shall complete the upgrading and other requirements within the time specified by Franchisor;

12. Franchisee shall remain liable for all of the obligations to Franchisor in connection with the Business prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

13. Franchisee shall agree to remain obligated under the covenants against competition of this Agreement as if this Agreement had been terminated on the date of the Transfer;

14. At the transferee's expense, the transferee and, if applicable, the transferee's designated individual manager shall complete any training programs then in effect for franchisees upon such terms and conditions as Franchisor may reasonably require, and franchisee to pay for all travel expenses, including, but not limited to: airfare, lodging, meals and entertainment;

15. The transferee shall agree to a sublease or to a transfer and assignment, and assumption of the lease of the Business site from the original franchisee and shall obtain the landlord's approval if required prior to any transfer or sublease, if applicable.

B. Assignment by Franchisor

Franchisor has an unrestricted right to transfer or assign all or part of its rights or obligations under this Agreement to any assignee or other legal successor to the interests of Franchisor.

C. Transfer Upon Death, Mental or Physical Incapacity

Upon the death or mental incapacity of any person with an interest in the Business, the executor, administrator, or personal representative of that person must transfer his interest to a third party approved by Franchisor within 9 months after death, mental or physical incapacity. These transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same restrictions and conditions as any inter vivos transfer. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries of any deceased person are unable to meet the conditions of this Agreement, the personal representative of the deceased Franchisee shall have a reasonable time to dispose of the deceased's interest in the Business, which disposition will be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement.

Pending assignment, upon the death of the Principal, or in the event of any temporary or permanent mental or physical disability of the Principal, a manager shall be employed for the operation of the Business who has successfully completed Franchisor's training courses to operate the Business for the account of Franchisee. If after the death or disability of the Principal, the Business is not being managed by such trained manager, Franchisor is authorized to appoint a manager to maintain the operation of the Business until an approved assignee will be able to assume the management and operation of the Business, but in no event for a period exceeding 1 year without the approval of the personal representative of the Principal; such manager shall be deemed an employee of Franchisee. All funds from the operation of the Business during the period of management by such appointed or approved manager shall be kept in a separate fund and all expenses of the Business, including compensation of such manager, other costs and travel and living expenses of such appointed or approved manager (the "Management Expenses"), shall be charged to such fund. As compensation for the management services provided, in addition to the Fees due hereunder, Franchisor shall charge such fund the full amount of the direct expenses incurred by Franchisor during such period of management for and on behalf of Franchisee, provided that Franchisor shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee, the Principal or personal representative of the Principal, the Entity or any person or entity having an interest therein for any debts, losses or obligations incurred by the Business, or to any creditor of Franchisee or the Principal during any period in which it is managed by a Franchisor appointed or approved manager.

D. Sale of Franchised Business

If Franchisee (or its owners) shall obtain a bona fide written offer from a third party for a Transfer, such offer shall be submitted promptly to Franchisor. For a period of 30 days from the date of Franchisor's receipt of such offer, Franchisor shall have the right, exercisable by written notice to Franchisee (or its owners), to substitute itself for the proposed transferee in the Transfer for the price and on the same terms and conditions contained in such offer, provided that Franchisor may substitute cash for any form of payment proposed in such offer (a "ROFR"). If Franchisor does not exercise its right of first refusal, the bona fide written offer may be accepted by Franchisee or its owners, subject to the prior written approval of Franchisor as set forth in Section XX.A above. To enable Franchisor to determine whether it will exercise its option, Franchisee and the seller shall provide such information and documentation, including financial statements, as Franchisor may require. In the event that Franchisor elects to exercise its ROFR, closing on such purchase must occur within 90 days from the date of notice to the seller of the election to exercise its ROFR by Franchisor. Failure of Franchisor to exercise the ROFR afforded by this Section XX.D shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this

Section XX., with respect to a proposed Transfer. Any subsequent change in the terms of any offer prior to closing shall constitute a new offer subject to the same ROFR by Franchisor as in the case of an initial offer.

XXI. TERMINATION OF FRANCHISE

A. By Franchisor with Right to Cure

Franchisee acknowledges that the strict performance of all the terms of this Agreement is necessary not only for protection of Franchisor, but also the protection of Franchisee and other franchisees of Franchisor. As a result, Franchisee therefore acknowledges and agrees that strict and exact performance by Franchisee of each of the covenants and conditions contained herein is a condition precedent to the continuation of this Agreement. Except as set forth below in this Section XXI.A or in Section XXI.B with respect to breaches with shorter or no cure periods, if Franchisee breaches or refuses to comply with any provision of this Agreement or any other agreement between Franchisor (or any of its affiliates) and Franchisee relating to the Business or the Franchise, and Franchisee does not correct such failure within 30 days after written notice of such breach from Franchisor (or its affiliate, as applicable), then Franchisor may terminate this Agreement by written notice to Franchisee. Notwithstanding the foregoing, Franchisee shall cure violations of health, safety or sanitation laws within 72 hours' notice.

B. Termination by Franchisor Without Right to Cure

Notwithstanding the foregoing provisions of Section XXI.A of this Agreement, Franchisee shall be deemed to be in breach and Franchisor, at its option, may terminate this Agreement and all rights granted under it, without affording Franchisee any further opportunity to cure the breach other than as specifically provided below, effective immediately upon Franchisor notifying Franchisee in writing of such breach, if Franchisee (or any of its Guarantors, as applicable) does any of the following:

1. Abandons, surrenders, or transfers control of the operation of the Business or fails to continuously and actively operate the Business (as determined in the reasonable discretion of Franchisor), unless precluded from doing so by damage to the premises of the Business due to war, act of God, civil disturbance, natural disaster, labor dispute or other events beyond Franchisee's reasonable control;

2. Fails or refuses, on any two or more occasions in any 24 consecutive month period, to submit when due any financial statement, tax return or schedule, or to pay when due the Royalty, or any other payments due Franchisor or its affiliate;

3. Fails to comply with all applicable laws and ordinances relating to the Restaurant, including Anti-Terrorism Laws, or if any Controlling Principal's assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation, which may endanger public safety.

4. Has made a material misrepresentation or omission on the application for the Franchise;

5. Transfers, assigns, or sub-franchises this Agreement without having the prior written consent of Franchisor, as set forth herein;

6. Discloses or divulges the contents of the Manual or any other Proprietary Information provided to Franchisee by Franchisor in violation of this Agreement;

7. Fails, on any two or more occasions in any 12 consecutive month period, to substantially comply with any of the requirements imposed by this Agreement, whether or not cured after notice;

8. Is convicted of or has pleaded nolo contendere to a felony or a crime involving moral turpitude, that we believe is reasonably likely to have an adverse effect on the reputation of your Restaurant, the System, or the goodwill associated with the Names and Marks;

9. Becomes insolvent or makes a general assignment for the benefit of creditors, files a petition in bankruptcy (or such a petition is filed against the franchisee), or is adjudicated a bankrupt or insolvent; (ii) a bill in equity or other proceeding for the appointment of a receiver or other custodian of franchisee or its business or assets is filed and consented to; (iii) a receiver or other custodian (permanent or temporary) of the Business, Franchisee, or Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (iv) proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; (v) a final judgment remains unsatisfied or of record for 30 days or longer (unless supersede as bond is filed); (vi) the Franchised Business is dissolved, and has begun to wind-up; (vii) execution is levied against the business or property; (viii) suit to foreclose any lien or mortgage against the Premises or equipment is instituted and not dismissed within thirty (30) days; or (ix) the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable;

10. If, in violation of the terms of Sections XII, XIV and/or XVII hereof, Franchisee, its Guarantors, principals, representatives, agents or employees disclose or divulge the contents of the Manual or other confidential information or Proprietary Information provided to Franchisee by Franchisor, or if Franchisee maintains false books or records, or submits any false reports to Franchisor;

11. If any inspection of Franchisee's records discloses an understatement of payments due Franchisor of 4% or more, and within 7 days, franchisee fails to provide proof that such was the result of causes beyond the control of Franchisee, or within 7 days of notification, fails to cure understatement of payments due Franchisor;

12. If Franchisee's alternate candidate for management training shall not adequately complete such management training program, after either Franchisee or Franchisee's designated individual previously failed to complete adequately the management training;

13. You (or any of your owners or Guarantors) engage in any dishonest or unethical conduct which may adversely affect the reputation of the Business, the System, or any other franchisee or the goodwill associated with the Names and Marks; or

14. You fail to pay when due any federal or state income, service, sales, employment related or other taxes due on the operation of the Business, unless you are, in good faith, legally contesting your liability for such taxes.

XXII. FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION

A. Franchisee Shall Cease Using Names and Marks

Franchisee further agrees that, upon termination or expiration of this Agreement, Franchisee shall immediately and permanently cease to use, by advertising, or any manner whatsoever, any confidential methods, procedures, descriptions of products, and techniques associated with Franchisor and the Names and Marks and any proprietary marks and distinctive forms, slogans, symbols, signs, logos or devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, stationery, forms, and any other articles which display the Names and Marks. Franchisee shall comply with the covenant not to compete and the agreement to maintain the confidentiality of proprietary information.

B. Franchisee Shall Cease Operating Business

Franchisee shall immediately cease to operate the Business under this Agreement, and shall not thereafter, directly or indirectly, represent itself to the public or hold itself out as a present or former Franchisee of Franchisor. In the event that Franchisor elects to exercise its right to assume the lease for the Approved Location, Franchisee shall tender possession of the premises to Franchisor upon demand.

C. Franchisee May Not Adopt Confusingly Similar Names and Marks

Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Names and Marks, either in connection with such other business or in the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's exclusive rights in and to the Names and Marks, and further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor or a former association or connection with Franchisor.

D. Franchisee Shall Cancel Assumed Names and Transfer Phone Numbers

Franchisee further agrees that upon termination or expiration of this Agreement, it will take such action that may be required to cancel all assumed names or equivalent registrations relating to its use of any Names or Marks and to notify the telephone company and listing agencies of the termination or expiration of Franchisee's right to use any telephone number in any classified ad and any other telephone directory listings associated with the Names and Marks or with the Business and to authorize transfer of same to Franchisor. Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole rights to and interest in all telephone number and directory listings associated with any Names or Marks of the Business. Franchisee further authorizes Franchisor, and hereby appoints Franchisor as its attorney in fact, to direct the telephone company and all listing agencies to transfer same to Franchisor, should Franchisee fail or refuse to do so, and the telephone company and all listing agencies may accept such direction in this Agreement as conclusive evidence of the exclusive rights of Franchisor in such telephone numbers and directory listings and its authority to direct their transfer.

E. Franchisee Must Return Manual and Other Materials

Franchisee further agrees that upon termination or expiration of this Agreement, it will immediately return to Franchisor all copies of the Manual, training aids and any other materials which have been loaned to it by Franchisor. Franchisee further agrees to turn over to Franchisor any other manuals, computer programs, software, customer lists, records, files, instructions, correspondence and brochures, and any and all other confidential and proprietary materials relating to the operation of the Business in Franchisee's possession, custody, or control, and all copies thereof (all of which are acknowledged to be Franchisor's property), and only Franchisee's copy of this Agreement and any correspondence between the parties, and any other document copies which Franchisee reasonably needs for compliance with any provision of law may be retained by Franchisee.

F. Franchisor May Purchase Franchisee's Assets and/or Equipment

Franchisor shall have the right (but not the obligation), to be exercised by notice of intent within 30 days after termination or expiration, to purchase any or all of the Franchisee's inventory, equipment, supplies, signs, advertising materials and/or items bearing Franchisor's Names and Marks, and/or used in connection with the operation of the Business, at fair market value (less the amount of any outstanding liens or encumbrances). If the parties cannot agree on a fair market value within a reasonable time, an independent appraiser shall be designated by Franchisor, and determination of such appraiser shall be binding. If Franchisor elects to exercise any option to purchase as herein provided, it shall have the right to set off all amounts due from Franchisee, and the cost for the appraisal, if any, against any payment therefore.

G. Franchisee Must Pay Monies Owed to Franchisor

Franchisee shall pay to Franchisor, within 15 days after the effective date of termination or expiration of this Agreement, such Royalties, Fund contributions, payments for inventory, equipment or merchandise, or any other sums owed to Franchisor by Franchisee, which are then unpaid. Thereafter, Franchisee shall continue to pay Franchisor a Royalty for any and all Gross Sales earned during the term of this Agreement and received by Franchisee after the effective date of termination or expiration of this Agreement within 15 days after receipt. Franchisee shall pay to Franchisor all damages, costs, and expenses, including reasonable attorney's fees, incurred by Franchisor in obtaining injunctive or other relief for the enforcement of any provisions of Section

XXIII. ENFORCEMENT

A. Franchisee May Not Withhold Payments Due Franchisor

Franchisee agrees that Franchisee will not withhold payments of any Royalty or any other amounts of money owed to Franchisor for any reason, on grounds of alleged nonperformance by Franchisor of any obligation hereunder. All such claims by Franchisee shall, if not otherwise resolved by Franchisor and Franchisee, be submitted to arbitration as provided in this Agreement.

B. Severability and Substitution of Valid Provisions

All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and any partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any applicable law or rule requires a greater prior notice of the termination of this Agreement than is required hereunder, or requires the taking of some other action not required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof.

C. Applicable Law

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), the Federal Arbitration Act, or other federal law, this Agreement will be interpreted under the laws of the State of Kentucky (the "State"), and any dispute between the parties will be governed by and determined in accordance with the substantive internal laws of the State, which laws shall prevail in the event of any conflict of law.

D. Dispute Resolution

1. Except for actions that are related to or based on the Names or Marks, which, at Franchisor's sole discretion, may be submitted to binding arbitration or to a court of competent jurisdiction in the State, all disputes, claims or controversies (collectively "Claims") between Franchisor, its subsidiaries and affiliated companies or their shareholders, officers, directors, limited liability company members or managers, partners, agents and employees, as applicable (collectively "Franchisor Parties"), and Franchisee or its employees, officers, directors, limited liability company members or managers, partners, guarantors, or owners, as applicable (collectively "Franchisee Parties") arising out of or related to this Agreement or the System, will be submitted for arbitration to the Louisville, Kentucky office of the American Arbitration Association ("AAA"), on demand of either party. The term "Claim" shall have the broadest reasonable meaning, including initial claims, counterclaims, cross-claims and third-party claims. The term "Claim" does not include, however, any dispute about the validity, enforceability, arbitrability or scope of this arbitration provision. However, any dispute that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court to decide. Notwithstanding the language above, if the action is based on a separate agreement or instrument between Franchisor and Franchisee (such as a promissory note or lease), the dispute resolution provision in that agreement or instrument will control rather than this Section. Arbitration proceedings will be conducted in Louisville, Kentucky and will be heard by a single arbitrator in accordance with the then-current Rules of the AAA that apply to commercial arbitration. The Arbitrator must be a resident of the state of Kentucky and knowledgeable of the law of the state of Kentucky, and the arbitration shall be conducted in English. The parties agree that, in connection with any arbitration proceeding, each will file any compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within 30 days after the date of the filing of the claim to which it relates. This Section XXIII.D.1 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

2. Arbitration will be conducted on an individual basis only. Neither party shall commence any arbitration with a third party against the other, or join with any third party in any arbitration involving Franchisor and Franchisee. Further, neither Franchisor nor Franchisee shall attempt to consolidate or otherwise combine in any manner an arbitration proceeding involving any Franchisor Party and any Franchisee Party with another arbitration of any kind, nor shall Franchisor or Franchisee attempt to certify a class or participate as a party in a class action against the other. Notwithstanding the foregoing, if Franchisee controls, is controlled by, or is in active concert with another franchisee of Franchisor, or if there is a guarantor of some or all of the Franchisee's obligations to Franchisor (including any Guarantor), then the joinder of those parties to any arbitration between Franchisor and Franchisee shall be permitted; and in all events, the joinder of an owner, director, officer, limited liability company member or manager, partner or other representative or agent of Franchisor or Franchisee shall be permitted.

3. Notwithstanding anything to the contrary contained in this Agreement Franchisor and Franchisee will each have the right in a proper case to obtain temporary or preliminary injunctive relief from a court of competent jurisdiction. Each party agrees that the other party may have such temporary or preliminary injunctive relief, without bond, but upon due notice, and with the sole remedy in the event of the entry of such injunctive relief being the dissolution of such injunctive relief, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of such injunction being expressly waived by each party).

4. The arbitrator will have the right to award or include in the award any relief with he/she deems proper in the circumstances, including without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, in accordance with this provision; provided that the arbitrator will not award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties hereto

and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award.

5. Any party may apply to the arbitrator for reasonable discovery from the other. The arbitrator shall have the right to impose sanctions against a party that fails or refuses to respond to discovery allowed by the arbitrator, including but not limited to an award in favor of the party requesting the discovery.

E. Consent to Jurisdiction

If a claim is asserted in any legal proceeding involving any Franchisee Party and any Franchisor Party which is not subject to mandatory arbitration, as specified in Section XXIII.D.1 above, the parties agree that the exclusive venue for disputes between them will be in the state and federal courts of Louisville, Kentucky, and each waives any objection either may have to the personal jurisdiction of or venue in such state and federal courts. **EACH OF THE FRANCHISOR PARTIES AND THE FRANCHISEE PARTIES WAIVES ITS RIGHT TO A TRIAL BY JURY.**

F. Dispute Resolution Expenses

The prevailing party in any action arising out of or related to this Agreement (including an action to compel arbitration) is entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees and costs of collecting monies owed, in addition to all amounts and damages awarded. If both parties are awarded a judgment in any dollar amount, the court or arbitrator, as applicable, shall determine the prevailing party taking into consideration the merits of the claims asserted by each party, the amount of the judgment received by each party and the relative equities between the parties.

G. Interest on Default

Upon a default concerning money owed by Franchisee to Franchisor, Franchisor is entitled to recover interest on the past due amount at the rate of the lesser of 18% per annum or the highest rated permitted by applicable law, accruing from the date of default until fully paid.

H. Modifications by an Arbitrator or Court

Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that results from a court or arbitrator of competent jurisdiction striking from any of the provisions hereof any portion or portions held to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from a court or arbitrator of competent jurisdiction reducing the scope of any promise or covenant. If any court or arbitrator of competent jurisdiction declares any provision(s) or covenant(s) (including but not limited to, any covenant not to compete) of this Agreement unenforceable because of unreasonableness or being overly broad or any other reason, the Franchisee agrees to be bound to Franchisor under the terms and conditions of such provision or covenant to the maximum extent allowed by law. The remaining provisions of this Agreement shall not be affected by such modification.

I. Rights of Parties Are Cumulative

The rights of Franchisor and Franchisee are cumulative, and the exercise or enforcement by Franchisor or Franchisee of any right or remedy shall not preclude the exercise or enforcement by Franchisor or Franchisee of any other right or remedy hereunder which Franchisor or Franchisee is entitled by law to enforce by the provisions of this Agreement or of the Manual.

J. Judicial Enforcement, Injunction and Specific Performance

Franchisor shall have the right to enforce by judicial process its right to terminate this Agreement for the causes enumerated in Section XXI of this Agreement, to collect any amounts owed to Franchisor for any unpaid Royalty, or other unpaid charges due hereunder, arising out of the business conducted by Franchisee pursuant hereto, and to pursue any rights it may have under any leases, subleases, sales, purchases, or security agreements or other agreements with Franchisee. Franchisor shall be entitled, without bond, to the entry of temporary or permanent injunctions and orders of specific performance enforcing any of the provisions of this Agreement. If Franchisor secures any such injunction or orders of specific performance, Franchisee agrees to pay to Franchisor an amount equal to the aggregate costs of obtaining such relief, including, without limitation, reasonable attorneys' fees, costs of investigation, court costs, and other litigation expenses, travel and living expenses, and any damages incurred by Franchisor as a result of the breach of any provision of this Agreement.

K. Construction

Any other agreements or instruments referred to herein or which relate to the purchase or lease by Franchisee from Franchisor of any fixtures, signs, equipment, merchandise, or the like, constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between Franchisor or Franchisee relating to the subject matter of this Agreement. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit, or construe the contents of those sections or paragraphs. The term "Franchisee" as used herein is applicable to one or more persons, a corporation, limited liability company, or partnership, as the case may be, the singular usage includes the plural, and the masculine and neuter usages include the other and the feminine. References to "Franchisee" applicable to an individual or individuals shall mean the principal owner or owners of the equity or operating control of Franchisee if Franchisee is a corporation, limited liability company or partnership.

L. Attorney Fees

In the event any legal proceedings between the parties hereto arise under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the other party.

M. Binding Effect

This Agreement is binding upon the parties hereto and their respective permitted assigns and successors in interest.

N. There Are No Unwritten Agreements; Operations Manual is Subject to Change

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any amendments or modifications of this Agreement must be in writing and signed by each of the parties to be enforceable. The Manual may be amended at any time by Franchisor, however, and Franchisee shall adapt its methods or procedures to comply with the requirements thereof.

O. Entire Agreement

This Agreement, the documents referred to herein, and the attachments hereto, if any, constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede all prior agreements. Except for those acts permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Regardless of anything contained herein to the contrary, nothing contained in this Agreement or any related agreement is intended to disclaim any representation made by Franchisor in the Franchise Disclosure Document provided to Franchisee.

P. Force Majeure

Except for monetary obligations hereunder, or as otherwise specifically provided in this Franchise Agreement, if either party to this Agreement shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other causes beyond the reasonable control of the party required to perform such work or act under the terms of this Agreement not the fault of such party, then performance of such act shall be excused for the period of the delay, but in no event to exceed 90 days from the stated time periods as set forth in Section V of this Franchise Agreement.

XXIV. APPROVALS AND WAIVERS

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefore, and such approval or consent shall be obtained in writing.

By providing any waiver, approval, consent, or suggestion to Franchisee or in connection with any consent, or by reason of any neglect, delay, or denial of any request therefore, Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee.

No failure of Franchisor to exercise any power reserved to it by this Agreement or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor’s right to demand exact compliance with any of the terms herein. Waiver by Franchisor of any particular default or breach by Franchisee shall not affect or impair Franchisor’s rights with respect to any subsequent default or breach of the same, similar or different nature, nor shall any delay, forbearance, or omission, breach or default by Franchisor to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair Franchisor’s right to exercise the same, nor shall such constitute a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

XXV. AUTHORITY

Franchisee or, if Franchisee is a corporation, limited liability company, or partnership, the individuals executing this Agreement on behalf of such corporation, limited liability company, or partnership, warrant to Franchisor, both individually and in their capacities as partners or officers, that all the partners in the partnership, all of the members of the limited liability company, or all of the shareholders of the corporation, as the case may be, have read and approved this Agreement, including the restrictions which this Agreement places upon their right to transfer their respective interests in the partnership, limited liability company, or corporation, as set forth in Section XVII. herein.

XXVI. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified, registered or express mail, return receipt requested, or by overnight delivery service, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party.

Notices to:

Wild Eggs Franchising, LLC
1211 Herr Lane, Suite 290
Louisville, Kentucky 40222
Attention: Franchise Department

Notices to Franchisee:

____
____
____
____
Attn: ____________________________

Any notice by certified, registered or express mail, or overnight delivery service, shall be deemed to have been given at the earlier of the date and time of receipt or refusal of receipt or, if by mail, three (3) business days after being deposited in the United States mail.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement as of the Effective Date noted below.

FRANCHISOR: **WILD EGGS FRANCHISING, LLC**, an Indiana limited liability company	**FRANCHISEE:** **[ENTITY NAME],** a ________________________________
By:______________________________ Andy Abbajay Chief Executive Officer	By:______________________________ [Name] [Title]
Effective Date: ____________________	Date: ____________________________

EXHIBIT A TO FRANCHISE AGREEMENT

DEFINITION OF PROTECTED AREA

Generally the Protected Area will be an area roughly equivalent to a 3-mile radius/6-mile diameter around the Accepted Location unless such area is a downtown area in which case the area shall be limited to a three block radius. Specifically, Franchisee's Protected Area will be defined as follows (as depicted specifically on the map attached to this Exhibit A):

EXHIBIT B TO FRANCHISE AGREEMENT

PERSONAL GUARANTY

THIS PERSONAL GUARANTY ("Guaranty") is given this________ day of_____________ 20__, by each person (and his or her spouse) who, directly or indirectly, owns an interest in ______________________________________ d/b/a Wild Eggs or its affiliate company(ies) ("Franchisee").

In consideration of, and as an inducement to, the execution of the Franchise Agreement of even date ("Agreement") by Wild Eggs Franchising, LLC (the "Company"), each of the undersigned hereby personally and unconditionally (1) guarantees to the Company and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant included in the Agreement; and (2) shall be personally bound by, and personally liable for the breach of each and every provision in the Agreement (both as such provisions are applicable to Franchisee and as such provisions are specifically applicable to the undersigned as a Guarantor under the Agreement), including both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, and including without limitation the confidentiality obligations of Sections X.D and XIV of the Agreement, the indemnification obligations of Section XVI of the Agreement, and non-competition, non-solicitation, and other covenants set forth in Section XVII of the Agreement.

Each of the undersigned waives: acceptance and notice of acceptance by the Company of the foregoing undertakings; notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; any right if may have to require that an action be brought against Franchisee or any other person as a condition of liability; and any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (1) it direct and immediate liability hereunder shall be joint and several; (2) he or she shall render any payment or performance require under the Agreement upon demand if Franchisee fails or refuse punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by the Company of any remedies against Franchisee or any other person; and (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence, which the Company may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Certificate and Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

The undersigned agrees to pay all expenses paid or incurred by the Company in enforcing the Agreement and this Certificate and Guaranty against Franchisee and against the undersigned and in collecting or attempting to collect any amounts due thereunder and hereunder, including reasonable attorneys' fees if such enforcement or collections is by or through an attorney-at-law. Any waiver, extension of time or other indulgence granted from time to time by the Company, its agents, its successors or assigns, with respect to the Agreement, shall in no way modify or amend this Certificate and Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

This Guaranty is personal to each of the undersigned and the obligations and duties imposed herein may not be delegated or assigned; provided, however, that this Guaranty shall be binding upon the successors, assigns, and personal representatives of each of the undersigned. This Guaranty shall inure to the benefit of the Company, its affiliates, successors and assigns.

If any one or more provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Guaranty shall be construed to bind the undersigned to the maximum extent permitted by law that is subsumed within the terms of such provision as though it were separately articulated herein.

The Guaranty shall be interpreted and construed under the laws of the State of Kentucky, which laws shall prevail in the event of any conflict of law. The undersigned agree that any action, suit or proceeding to enforce this Guaranty or arising hereunder of concerning the interpretation of this Guaranty shall be subject to arbitration to the same extent as provided in Section XXIII of the Agreement.

Each of the undersigned hereby acknowledges that (i) it is a condition to the granting of the Agreement to Franchisee the each of the undersigned shall execute and deliver this Guaranty to the Company, (ii) that the Company has entered into the Agreement in reliance upon the agreement of the undersigned to do so, and (iii) that, as owners of Franchisee, the undersigned have received adequate consideration to support their execution of this Guaranty. This Guaranty does not grant or create in the undersigned any interests, rights or privileges in the Franchise or the Agreement.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his or her signature as of the same day and year as the Agreement was executed.

GUARANTOR(S) (INCLUDING ALL SPOUSES)	PERCENTAGE OF OWNERSHIP IN FRANCHISEE
______________________________ Print Name	____________________%
______________________________ Print Name	____________________%

EXHIBIT C

MULTI-UNIT AGREEMENT

WILD EGGS MULTI-UNIT AGREEMENT

WILD EGGS MULTI-UNIT AGREEMENT

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WILD EGGS MULTI-UNIT AGREEMENT

THIS MULTI-UNIT AGREEMENT (the "Agreement") is made as of the date noted on the signature page of this Agreement (the "Effective Date") by and between **WILD EGGS FRANCHISING, LLC** ("Wild Eggs Franchising"), an Indiana limited liability company with its principal business address at 1211 Herr Lane, Suite 290, Louisville Kentucky 40222 and __________________________________, an [individual/corporation/limited liability company], with [his/her/its] [residence/office] at ____ ("Developer").

RECITALS

WHEREAS, Wild Eggs Franchising owns a unique system identified by the Mark "WILD EGGS®" and other Marks relating to the establishment, development, organization and operation of Wild Eggs Restaurants from traditional and non-traditional locations and is a franchisor of Wild Eggs restaurants, which offer an upscale dining experience serving innovative dishes with fresh, contemporary approach to traditional breakfast, brunch, and lunch;

WHEREAS, Developer desires the rights to develop Wild Eggs restaurants within the geographic area specified in this Agreement, for the limited term of this Agreement; and

WHEREAS, Wild Eggs Franchising is willing to grant such rights according to the terms and conditions of this Agreement,

NOW, THEREFORE, it is mutually agreed as follows:

1. GRANT

Wild Eggs Franchising grants to Developer during the term of this Agreement and subject to the conditions, herein, the right to develop Wild Eggs restaurants in a limited geographical area identified and set forth in Exhibit A of this Multi-Unit Agreement, except for any protected area located therein as defined in any Franchise Agreement currently issued to other parties. This geographical area shall be referred to as the "Franchised Territory." This grant is personal to Developer named herein and is not transferable, assignable or otherwise subject to divestment except as may be stated herein. The operation of the Wild Eggs restaurants developed pursuant to this Agreement will be governed by individual Franchise Agreements issued by Wild Eggs Franchising in accordance with Section 11 below. Except as otherwise provided herein, so long as Developer is in compliance with the terms and conditions of this Agreement, Wild Eggs Franchising will not Franchise others to operate, nor will itself operate traditional Wild Eggs restaurants in the Franchised Territory during the term of this Agreement. This grant and the designation of a Franchised Territory shall not prohibit Wild Eggs Franchising from opening or operating on its account or Franchising others to own or operate non-traditional Wild Eggs restaurants (such as schools, airports, hospitals, grocery stores, wholesale clubs, and the like) in the Franchised Territory, or from opening or Franchising other competing or non-competing concepts in the Franchised Territory, or from selling its exclusive product or blends through other methods of distribution such as grocery chains, independent outlets or by any other means, in the Franchised Territory.

2. TERM

Unless earlier terminated pursuant to Section 13, this Agreement shall expire on the ______ day of _______________, 20___ or upon the execution by Wild Eggs Franchising of the Franchise Agreement for the last Wild Eggs restaurant specified in Exhibit B of this Agreement, whichever first occurs. The term of this Agreement shall not be extended under any circumstances.

3. DEVELOPMENT FEE

Upon the execution of this Agreement, Developer must pay Wild Eggs Franchising a Development Fee in the amount of $________________, which is equal to $15,000 multiplied by the number of Wild Eggs restaurants required to be opened pursuant to the Development Schedule, less one. This Development Fee is fully earned by Wild Eggs Franchising in consideration of the execution of this Agreement and the authorization for construction in the Franchised Territory on Developer's behalf. When Developer signs this Agreement, Developer will simultaneously sign a Franchise Agreement and pay an initial franchise fee in the amount of $45,000 for Developer's first Wild Eggs restaurant. Wild Eggs Franchising will apply the Development Fee as a credit against the initial franchise due under each Franchise Agreement that Developer signs for a Wild Eggs restaurant after Developer's first Franchise Agreement.

4. DEVELOPMENT SCHEDULE

Developer shall open and continuously operate properly franchised Wild Eggs restaurants in accordance with the Development Schedule attached hereto as Exhibit B. The parties specifically agree to the number of opening dates in the Development Schedule. In the event that Developer opens and continuously operates a greater number of Wild Eggs restaurants than required during any interim period of the Development Schedule, the requirements of the succeeding period(s) shall be deemed satisfied to the extent of such excess number of Wild Eggs restaurants, up to the total number of Wild Eggs restaurants authorized in the Development Schedule. This provision shall not be construed to allow Developer to open or operate more Wild Eggs restaurants than the total number of Wild Eggs restaurants authorized under the specific Development Schedule.

5. LOCATION OF RESTAURANTS

Developer is responsible for locating proposed sites within the assigned Franchised Territory for each of the Wild Eggs restaurants contemplated in the Development Schedule. During the term of this Agreement, Developer shall use its best efforts to locate suitable sites. Wild Eggs Franchising may in its discretion offer counseling and advice in site selection. In no event, however, shall Wild Eggs Franchising be obligated to loan money, guarantee leases, provide financing or otherwise be directly involved and/or obligated to Developer or to any third party with respect to such site selection or development; these activities and undertakings are the sole and exclusive responsibility of Developer, financially and otherwise.

6. SITE ACCEPTANCE

Upon selection by Developer of a proposed site for a Wild Eggs restaurant, Developer shall promptly submit to Wild Eggs Franchising specific site data and demographic and other information concerning the site, utilizing such forms as may be required by Wild Eggs Franchising. Wild Eggs Franchising shall either accept or reject such site in accordance with Wild Eggs Franchising's then-current site selection policies, procedures and criteria. To be effective, any acceptance must be in writing. Developer will not proceed at the rejected site, but will seek to locate an acceptable site. The acquisition in any manner of any proposed site prior to acceptance by Wild Eggs Franchising shall be at the sole risk and responsibility of Developer and shall not obligate Wild Eggs Franchising in any way to accept the site.

7. DISCLAIMER

In executing this Agreement, accepting a proposed site, giving approvals or advice or providing services or assistance in connection with this Agreement, Wild Eggs Franchising does not guarantee the suitability of any accepted site or the success of any Wild Eggs restaurant established at such site. Wild Eggs Franchising expressly disclaims any warranties, expressed or implied, with respect to the suitability of any site or the success of any Wild Eggs restaurant at any accepted site. Developer understands and acknowledges that the suitability of a site and the success of any Wild Eggs restaurant depends on many factors outside the control of either Wild Eggs Franchising or Developer (such as interest rates, unemployment rates, demographic trends and the general economic climate), but significantly depends on Developer's efforts in the operation of the Wild Eggs restaurant.

8. LOCATION REQUIREMENTS

As a condition for accepting a proposed site, Wild Eggs Franchising may require Developer to negotiate a lease or sales contract that includes certain terms regarding duration or other specified matters. Developer understands and acknowledges that a site acceptance may be conditioned on such matters and that if Developer, or the Landlord, does not wish to, or cannot, satisfy the pertinent conditions within a reasonable time, the site will be deemed rejected.

9. CONSTRUCTION

Upon receiving acceptance for a proposed site, Developer shall proceed promptly to secure control of the accepted site and to obtain necessary zoning and building approvals and permits. Wild Eggs Franchising will designate or approve an architect that will provide preliminary layout and design plans, including specifications for fixtures, furnishings, signs and equipment. Developer must hire a designated or approved architect and an approved general contractor to adapt these preliminary plans to the accepted site and must submit proposed final working plans to Wild Eggs Franchising for approval within the time limits set by Wild Eggs Franchising. Developer shall not proceed with construction or remodeling until such approval is granted. Developer shall ensure that the building is constructed or remodeled in accordance with the final working plans and specifications designated and accepted by Wild Eggs Franchising. Developer will allow Wild Eggs Franchising to make periodic inspections and will provide such periodic progress reports as may be requested by Wild Eggs Franchising. The inspection of the site and rendering of reports shall not be construed as approval by Wild Eggs Franchising of the workmanship at the site or compliance with local building codes or regulations. Developer alone is responsible for the supervision of construction and determination of compliance with proper federal, state and local building methods, codes and regulations.

10. TRAINING

Unless Developer already is operating at least one Wild Eggs restaurant, Developer, a partner of Developer if Developer is a partnership, an authorized shareholder of Developer if Developer is a corporation, the manager or member if developer is a Limited Liability Corporation (LLC), or a designee acceptable to Wild Eggs Franchising must complete the WILD EGGS® Training Program prior to the opening of the first Wild Eggs restaurant set forth in the Development Schedule. Wild Eggs Franchising, in its sole discretion and prior to issuance of any further Franchise Agreements for additional Wild Eggs restaurants, may require additional employees of Developer to attend the WILD EGGS® Training Program.

11. FRANCHISE AGREEMENT

No Wild Eggs restaurant may be opened or operated by Developer under any circumstances until the required initial franchise fees have been paid and Wild Eggs Franchising has executed the Franchise Agreement for such location. All Franchise Agreements issued pursuant to this Agreement will contain generally the same terms and conditions as are being offered to other Franchisees similarly situated at the time of issuance, including without limitation to those terms and conditions pertaining to Royalty Fees and other fees and the duration of the Franchise Agreement. As a condition of Wild Eggs Franchising's execution of such Franchise Agreements, Wild Eggs Franchising may require Developer or its principals to execute a personal guaranty, letter of credit, or corporate guaranty to secure payment of continuing fees and other fees required to be paid under the Franchise Agreement. Developer shall comply with Wild Eggs Franchising's then-current licensing policies and procedures for issuance of the Franchise Agreements. Wild Eggs Franchising shall be under no obligation to execute and issue a Franchise Agreement unless Developer has complied in a timely manner with all terms and conditions of this Agreement and has satisfied all requirements set forth herein (including construction and training requirements) with respect to the pertinent accepted site. If and when Wild Eggs Franchising executes a Franchise Agreement, such Franchise Agreement shall thereafter govern the relations between the parties with respect to that site-specific Wild Eggs restaurant.

12. NO RIGHT TO OPERATE OR USE TRADEMARKS

Developer acknowledges that until a Franchise Agreement has been issued for a specific site, Developer shall not have or be entitled to exercise any of the rights, powers and privileges granted by the Franchise Agreement, including without limitation the right to use Wild Eggs Franchising's trademarks, service marks, trade dress and trade names. The execution of this Agreement shall not be deemed to grant any such rights, powers or privileges to Developer, and Developer may not under any circumstances commence operation of any Wild Eggs restaurant prior to execution by Wild Eggs Franchising of a Franchise Agreement for a site-specific location.

13. TERMINATION

A. This Agreement shall terminate immediately and without notice to either party upon:

i. The death of Developer, if Developer is an individual; or

ii. The commencement of any proceedings by or against Developer under the Bankruptcy Act, under any Chapter thereof or amendment thereto, or under any other insolvency act, whether federal or state; the appointment of any trustee or receiver for the business or property of Developer; or any assignment by Developer for the benefit of creditors.

B. Wild Eggs Franchising shall have the right, at its election, to terminate this Agreement immediately, upon notice to Developer, upon the occurrence of any of the following:

i. Failure to strictly comply with the Development Schedule contained in this Agreement; or

ii. The attempted assignment of this Agreement without the prior written approval of Wild Eggs Franchising; or

iii. If Developer is a corporation or a partnership, the transfer of any of the capital stock or partnership interest of such corporation or partnership during the term of this Agreement without the prior written approval of Wild Eggs Franchising; or

iv. The discovery by Wild Eggs Franchising of any material misrepresentation in any of the information or documents submitted to Wild Eggs Franchising by or on behalf of Developer; or

v. Any violation by Developer of any federal, state, county or municipal law, rule or ordinance relating to the construction or operation of any Wild Eggs restaurant developed under this Agreement, deviation from the plans and specifications approved for Developer's specific site or any violation of the specific provisions of the Agreement; or

vi. The termination by Wild Eggs Franchising of any Franchise Agreement or other agreement between Wild Eggs Franchising and Developer or Developer's failure to cure a default under this or any other agreement between Wild Eggs Franchising and Developer within the time specified by the agreement in default.

For purposes of Sections 11 and 13 herein, any Franchise Agreements issued to Developer, any affiliated company of Developer or any corporation, partnership, limited liability company or joint venture of Developer, or anyone who has any interest of ownership or participation, directly or indirectly, regardless of location, shall be deemed an agreement between Wild Eggs Franchising and Developer.

14. EFFECT OF EXPIRATION OR TERMINATION

Upon expiration of this Agreement by completion of the last Wild Eggs restaurant authorized under the Agreement, or upon termination for any reason, the rights granted to Developer pursuant to this Agreement shall be immediately extinguished. Unless the parties have executed a new Multi-Unit Agreement, Wild Eggs Franchising thereafter shall have the right to open or operate or permit others to open or operate Wild Eggs restaurants within the Franchised Territory, except as limited by the protected area provisions of any then effective Franchise Agreements.

15. CONFIDENTIALITY

At all times during the term of this Agreement, and after termination of this Agreement for any reason, Developer (and if a corporation or partnership, its shareholders, directors, and officers or partners, as individuals) shall not divulge, disclose or communicate, directly or indirectly, to any other person or entity any confidential or proprietary information or knowledge obtained from Wild Eggs Franchising. This provision shall survive the termination or completion of this Agreement for the purposes of enforcement.

16. ASSIGNMENT

This Agreement shall inure to the benefit of and be binding upon Wild Eggs Franchising, its successors and assigns. However, neither this Agreement nor any of Developer's rights hereunder shall be assignable or transferable by Developer, directly or indirectly, by operation of law or otherwise, without the prior written approval of Wild Eggs Franchising.

17. NEW MULTI-UNIT AGREEMENT

If Developer wishes to negotiate a new Multi-Unit Agreement with Wild Eggs Franchising with respect to further development of Wild Eggs restaurants in the Franchised Territory, Developer must so advise Wild Eggs Franchising in writing 60 calendar days before the expiration date of this Agreement or 60 calendar days before the anticipated date of execution of the Franchise Agreement for the final Wild Eggs restaurant under the Development Schedule. Subject to receipt of such notice and so long as this Agreement is in effect and Developer is not and has not been in default under this Agreement, any Franchise Agreement or other agreement with Wild Eggs Franchising, Wild Eggs Franchising then will negotiate with Developer with respect to a new Multi-Unit Agreement during the remainder of the term of this Agreement. If Developer fails to properly notify Wild Eggs Franchising of its intent to seek a new Multi-Unit Agreement for Developer's current Franchised Territory or any other Territory, the areas shall be available for development by Wild Eggs Franchising or others, with no residual right of first refusal residing with Developer.

18. GOVERNING LAW AND FORUM SELECTION

This Agreement shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Kentucky. In the event of any dispute concerning the parties' rights or obligations under this Agreement, Developer agrees to file any suit against Wild Eggs Franchising only in the federal or state court located in Jefferson County, Louisville, Kentucky, or where Wild Eggs Franchising's principal office is then located.

19. STATUTE OF LIMITATIONS

Any and all claims and actions arising out of or relating to this Agreement (including, but not limited to, the offer and acceptance of this Agreement), or the relationship of Developer and Wild Eggs Franchising, brought by any party hereto against the other, shall be commenced within one year from the occurrence of the facts giving rise to such claim or action, or such claim or actions shall be barred. The terms and conditions of the pertinent Franchise Agreement shall govern claims and actions arising from the operation of that particular Wild Eggs restaurant.

20. WAIVER OF DAMAGES, CLASS ACTION SUITS AND TRIAL BY JURY

Developer and Wild Eggs Franchising hereby waive to the fullest extent permitted by law any right or claim of any consequential, punitive, or exemplary damages against the other, and agree that, in the event of a dispute between them, each shall be limited to the recovery of any actual damages sustained by it. Wild Eggs Franchising and Developer hereby waive to the fullest extent permitted by law any class action suits and selection of trial by jury.

21. DEVELOPER'S ACKNOWLEDGMENTS

Developer understands and acknowledges that there are significant risks in any business venture and that a factor in Developer's success or failure under this Agreement will be Developer's own efforts. Developer also acknowledges the following:

a. Developer will make an independent business decision with respect to the source of financing for Developer's potential Wild Eggs restaurants and has not been required to deal with any particular financing source by any Wild Eggs Franchising representative; and

b. Developer will make an independent business decision with respect to the construction company to be utilized by Developer for the construction of Developer's Wild Eggs restaurants and has not been required by Wild Eggs Franchising or any Wild Eggs Franchising representative, either explicitly or implicitly, to deal with any specific construction company. Developer understands that building design, plans, equipment, and signage must comply with Wild Eggs Franchising's operating standards and that any lists of contractors or equipment suppliers are provided as a convenience to Developer indicating then known approved contractors and equipment suppliers.

22. TIME OF THE ESSENCE

The parties acknowledge that time is of the essence in the completion of each and every covenant, term or condition of this Agreement whether requiring positive or negative performance.

23. ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the attachments hereto, if any, constitute the entire, full, and complete Agreement between Franchisor and Developer concerning the subject matter hereof, and supersede all prior agreements. Except for those acts permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Regardless of anything contained herein to the contrary, nothing contained in this Agreement or any related agreement is intended to disclaim any representation made by Franchisor in the Franchise Disclosure Document provided to Developer.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement as of the Effective Date noted below.

WILD EGGS FRANCHISING, LLC, an Indiana limited liability company	**DEVELOPER:** **[ENTITY NAME],** a ______________________________
By:______________________________ Andy Abbajay Chief Executive Officer	By:______________________________ [Name] [Title]
Effective Date: ____________________	Date: ____________________________

EXHIBIT A TO THE MULTI-UNIT AGREEMENT

FRANCHISED TERRITORY

Acknowledged and Approved:

____
(DEVELOPER)

Acknowledged and Approved:

____
(WILD EGGS FRANCHISING)

<u>EXHIBIT B TO THE MULTI-UNIT AGREEMENT</u>

DEVELOPMENT SCHEDULE

Acknowledged and Approved:

____
(DEVELOPER)

Acknowledged and Approved:

____
(WILD EGGS FRANCHISING)

EXHIBIT D

LIST OF FRANCHISEES

LIST OF FRANCHISED RESTAURANTS AS OF DECEMBER 31, 2024

FRANCHISEE AND CONTACT PERSON	RESTAURANT ADDRESS	CITY	ST	ZIP	PHONE
Palomar Eggs, LLC	3735 Palomar Centre Dr.	Lexington	KY	40513	(859) 277-0402
Hamburg Eggs, LLC	1925 Justice Dr.	Lexington	KY	40509	(859) 543-0532

LIST OF FRANCHISEES THAT TRANSFERRED A FRANCHISE OR HAD A FRANCHISE AGREEMENT TERMINATED OR NOT RENEWED IN OUR LAST FISCAL YEAR ENDING DECEMBER 31, 2024 OR WHO HAVE NOT COMMUNICATED WITH US WITHIN 10 WEEKS OF THE ISSUANCE DATE OF THIS FDD

Franchisee	Contact Person	Business Address	Phone	Reason
BG Eggz, LLC	Angela Reeves	11012 Decimal Drive Louisville, KY 40299	502-619-2466	Restaurant Reacquired by Franchisor

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT E

ELECTRONIC DEPOSITORY TRANSFER ACCOUNT DOCUMENT

ELECTRONIC DEPOSITORY TRANSFER ACCOUNT DOCUMENT

AUTHORIZATION AGREEMENT FOR DIRECT WITHDRAWALS (ACH DEBITS)

I (we) hereby authorize WILD EGGS FRANCHISING, LLC, hereinafter called COMPANY, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any credit entries in error to my (our) Checking account at the depository financial institution, hereinafter called DEPOSITORY, and to credit the same to such account. I (we) understand that we will receive notification of such debits to our account if we provide a direct fax number or email address below, or otherwise it shall be by ordinary mail. I (we) agree to reimburse the COMPANY for all costs or expenses it may incur if we do not have sufficient funds in the account on the date of the scheduled debit or on any future attempted debit of that amount. I (we) understand that our failure to have such necessary funds in the account on the scheduled due date is evidence of non-payment, and that the COMPANY may proceed to take any action it deems necessary to collect a debt due to our failure to pay or to have such sufficient funds on account for payment of the debt.

____

DEPOSITORY NAME

CITY	STATE	ZIP CODE
ROUTING NO.	ACCOUNT NO.	

**Attach a voided check for verification.

I understand that this is a continuing authorization for the COMPANY to initiate debit transactions to my account listed above upon my written or verbal authorization. This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

____

Franchise Company Name

Authorized Signer(s):

Signer 1	Signer 2
Printed Name	Printed Name
Date:________________________	Date:________________________
Email Address:__________________	Email Address:__________________

EXHIBIT F

FINANCIAL STATEMENTS

WILD EGGS FRANCHISING, LLC

FINANCIAL STATEMENTS

As of December 31, 2024 and December 26, 2023 and for the Year Ended December 31, 2024 and Period From January 18, 2023 through December 26, 2023

And Report of Independent Auditor

Cherry Bekaert LLP
Your Guide Forward

WILD EGGS FRANCHISING, LLC
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Cherry Bekaert LLP
Your Guide Forward

Report of Independent Auditor

To the Member
Wild Eggs Franchising, LLC
Louisville, Kentucky

Opinion

We have audited the financial statements of Wild Eggs Franchising, LLC (the "Company"), which comprise the balance sheets as of December 31, 2024 and December 26, 2023, the related statements of income, changes in member's equity, and cash flows for the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and December 26, 2023, and the results of its operations and its cash flows for the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Cherry Bekaert LLP

Jeffersonville, Indiana
June 27, 2025

WILD EGGS FRANCHISING, LLC
BALANCE SHEETS

DECEMBER 31, 2024 AND DECEMBER 26, 2023

	2024	2023
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 234,444	$ 267,680
Accounts receivable	3,000	26,114
Prepaid expenses	-	2,247
Total Current Assets	237,444	296,041
Property and equipment, net	1,794	2,870
Goodwill, net	1,784,340	1,984,700
Other intangibles, net	7,338,400	8,057,300
Due from affiliate	1,640,239	636,941
Total Assets	$ 11,002,217	$ 10,977,852
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities:		
Accrued expenses and other current liabilities	$ 8,192	$ 2,916
Total Current Liabilities	8,192	2,916
Deferred tax liability	1,863,068	2,014,200
Total Liabilities	1,871,260	2,017,116
Member's Equity	9,130,957	8,960,736
Total Liabilities and Member's Equity	$ 11,002,217	$ 10,977,852

The accompanying notes to the financial statements are an integral part of these statements.

WILD EGGS FRANCHISING, LLC
STATEMENTS OF INCOME

YEAR ENDED DECEMBER 31, 2024 AND PERIOD FROM JANUARY 18, 2023 THROUGH DECEMBER 26, 2023

	2024	2023
Revenue:		
Royalties	$ 1,476,113	$ 1,450,922
Total Revenue	1,476,113	1,450,922
Operating Expenses:		
General & administrative expenses	308,139	252,595
Depreciation and amortization	920,337	847,759
Total Operating Expenses	1,228,476	1,100,354
Income from Operations	247,637	350,568
Other Income:		
Other income (expense), net	42,431	70,353
Total Other Income, net	42,431	70,353
Income Before Provision for Income Taxes	290,068	420,921
Income tax provision	119,847	188,122
Net Income	$ 170,221	$ 232,799

The accompanying notes to the financial statements are an integral part of these statements.

WILD EGGS FRANCHISING, LLC
STATEMENTS OF CHANGES IN MEMBER'S EQUITY

YEAR ENDED DECEMBER 31, 2024 AND PERIOD FROM JANUARY 18, 2023 THROUGH DECEMBER 26, 2023

Balance, January 18, 2023 (Date of Acquisition)	$ -
Contribution (see Note 1)	8,727,937
Net income	232,799
Balance, December 26, 2023	8,960,736
Net income	170,221
Balance, December 31, 2024	$ 9,130,957

The accompanying notes to the financial statements are an integral part of these statements.

WILD EGGS FRANCHISING, LLC
STATEMENTS OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2024 AND PERIOD FROM JANUARY 18, 2023 THROUGH DECEMBER 26, 2023

	2024	2023
Cash flows from operating activities:		
Net income	$ 170,221	$ 232,799
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation and amortization	920,336	847,759
Deferred income tax benefit	(151,132)	(155,200)
Changes in operating assets and liabilities:		
Accounts receivable	23,114	(26,114)
Prepaid expenses	2,247	(2,247)
Due from affiliate	(1,003,298)	(636,941)
Accrued expenses and other current liabilities	5,276	(5,805)
Net cash flows from operating activities	(33,236)	254,251
Cash flows from investing activities:		
Cash acquired in acquisition (see Note 1)		16,658
Purchase of property and equipment	-	(3,229)
Net cash flows from investing activities	-	13,429
Net change in cash and cash equivalents	(33,236)	267,680
Cash and cash equivalents, beginning of period	267,680	-
Cash and cash equivalents, end of period	$ 234,444	$ 267,680

The accompanying notes to the financial statements are an integral part of these statements.

Note 1—Nature of organization and operations

Wild Eggs Franchising, LLC (the "Company") is a limited liability company that grants franchises and licenses of Wild Eggs® restaurants specializing in serving upscale breakfast, brunch, and lunch. The Company was formed on March 2, 2015 as a wholly-owned subsidiary of Wild Eggs Holdings, Inc. ("Holdings" or "Parent Company"). The Company prepares its Franchise Disclosure Document as required by the United States Federal Trade Commission and has registered or will register in those states where required in order to legally sell their franchises as applicable. The Company franchises three restaurants throughout Kentucky.

On January 18, 2023, WE Acquisition Co, LLC acquired all of the outstanding common stock of Holdings and its wholly-owned subsidiaries Wild Eggs Operations, LLC and Wild Eggs Franchising, LLC for approximately $26 million in cash. The acquisition was accounted for in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") guidance on business combinations. Accordingly, Holdings assessed the assets and liabilities acquired and recognized them at their estimated acquisition date fair values. Pushdown accounting was applied to the Company, which created a new cost basis assigned to the assets, liabilities, and equity as of the acquisition date. The intangible assets are considered Level 3 fair value assets and were valued based on various income-approach valuation methodologies. The fair value of accrued expenses approximated cost.

The fair value of identifiable intangible assets was performed by a third party specialist using the relief from royalty method for franchise agreement rights and trademark. The inputs to these models are not observable in the market. The significant input utilized was royalty rate of 2.25% and 4.0%, for franchise agreement rights and trademark, respectively. Goodwill includes assembled workforce, which was determined by a third party specialist by applying the replacement cost method.

A summary of the purchase price allocation contributed to the Company is as follows:

Cash	$ 16,658
Goodwill	2,169,400
Trademarks	3,510,000
Licenses	5,210,000
Deferred tax liability	(2,169,400)
Accrued expenses	(8,721)
	$ 8,727,937

The Company operates on a 52 or 53 week year ending on the last Tuesday prior to or on December 31. The period ended December 31, 2024 was a 52 week period. The period ended December 26, 2023 was a 49 week period.

Note 2—Summary of significant accounting policies

Basis of Accounting – The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with U.S. GAAP. The Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") is the sole source of authoritative U.S GAAP.

Use of Estimates – The preparation of the accompanying financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2—Summary of significant accounting policies (continued)

Cash and Cash Equivalents – The Company considers all short-term investments with an original maturity of three months or less to be cash equivalents. The Company maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed federally insured limits. The Company had no balances in excess of federally insured limits at December 31, 2024 and December 26, 2023.

Receivables – The Company uses the allowance for credit losses method of valuing doubtful receivables which is based on historical experience, coupled with a review of the current status of existing receivables. In accordance with ASC Topic 326, *Financial Instruments – Credit Losses*, the Company makes ongoing estimates relating to the collectability of accounts receivable and records an allowance for estimated losses expected from the inability of its customers to make required payments. The Company establishes expected credit losses by evaluating historical levels of credit losses, current economic conditions that may affect a customer's ability to pay, and creditworthiness of significant customers. These inputs are used to determine a range of expected credit losses and an allowance is recorded within the range.

Accounts receivables are written off when there is no reasonable expectation of recovery. The Company performs on-going credit evaluations of its customers' financial condition and generally does not require collateral for accounts receivable arising in the normal course of business. At December 31, 2024 and 2023, the allowance for credit losses was immaterial.

Other Intangible Assets – Franchise agreement rights is an intangible asset representing the value of franchise agreements with franchisees and is amortized on a straight-line basis over 10 years (of which approximately 8 years remain at December 31, 2024).

Trademarks is an intangible asset representing the value of the Wild Eggs trademarks and trade name and is being amortized on a straight-line basis over fifteen years (of which approximately 13 years remain at December 31, 2024).

At December 31, 2024 and December 26, 2023, other intangible assets consist of the following:

	2024	2023
Franchise agreement rights	$ 5,210,000	$ 5,210,000
Trademarks	3,510,000	3,510,000
	8,720,000	8,720,000
Accumulated amortization	(1,381,600)	(662,700)
	$ 7,338,400	$ 8,057,300

Amortization expense recorded for the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023 was $718,900 and $662,700, respectively. The estimated amortization expense for the next five fiscal years is expected to be $705,330 per year.

Goodwill – Goodwill represents the excess of the consideration given (purchase price paid) over the fair value of the identifiable net assets acquired in connection with the acquisition (see Note 1).

Note 2—Summary of significant accounting policies (continued)

The Company performs its annual impairment assessment at the entity level at the balance sheet date, when events or circumstances indicate that the fair value of the entity may be less than its carrying amount. Management concluded there were no indicators of impairment at December 31, 2024 and December 26, 2023.

At December 31, 2024 and December 26, 2023, goodwill totaled $1,784,340 and $1,984,700, which is net of accumulated amortization of $385,060 and $184,700, respectively. The amortization period for goodwill is 10 years, with approximately 8 years remaining at December 31, 2024. Amortization expense totaled $200,360 and $184,700 for the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023, respectively. At December 31, 2024, amortization expense for next five fiscal years is expected to be $196,580 per year.

Limited Liability – Since the Company is organized as a limited liability company, no member, manager, agent, or employee of the Company shall be personally liable for the debts, obligations, or liabilities of the Company whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member, director, manager, agent, or employee of the Company, unless the individual has signed a specific personal guarantee. The duration of the Company is perpetual based upon the respective operating agreement.

Revenue Recognition – The Company's operations primarily consist of royalty and initial franchise fees, under the terms of individual franchise agreements. These franchise agreements typically have an initial term of 10 years with optional renewal periods as defined in the agreements. Royalty fees will be recognized as income based on a percentage of gross sales at franchised restaurants. Initial franchise fees and the related expenses are recognized as the Company's obligations regarding services to be performed in opening a restaurant are fulfilled, which is the time a restaurant is opened. Any franchise fees received, and related costs incurred, before the Company has fulfilled its obligations under the agreements are deferred and recognized upon completion of the obligations. Franchise and royalty fees are due upon receipt of invoice. Each franchise and royalty fee is a separate performance obligation with each franchisee with the specifics of the obligations detailed in the franchise agreement. There was no revenue recognized from initial franchise fees for the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023. Royalty fees recognized as revenue for the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023 were $1,476,113 and $1,450,922, respectively.

Revenue is recognized when performance obligations under the terms of the contracts with our customers are satisfied, which typically occurs when the franchisee has met certain criteria as explained above. Revenue is measured as the amount the Company expects to receive in exchange for transferring products or services to the customer. The Company does not provide discounts or allowances on sales.

Other income includes rebate income from vendors on qualified purchases by the Company's franchise restaurants. The Company records rebate income on such purchases, at agreed rate, in the period in which purchases are made by franchise restaurants. During the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023, the rebate income included in other income in the accompanying statements of income was $39,772 and $68,848, respectively.

Fair Value Measurements – U.S. GAAP establishes a single authoritative definition of fair value, sets a framework for measuring fair value and requires additional disclosures about fair value measurements.

Note 2—Summary of significant accounting policies (continued)

Fair value is defined as the price that the Company would pay or receive upon selling an asset or liability in an orderly transaction to an independent buyer in the principal or most advantageous market of the asset or liability. U.S. GAAP established a three-tier hierarchy to maximize the use of observable market data and minimize the use of unobservable inputs, and to establish classification of fair value measurements for disclosure purposes. The three-tier hierarchy of inputs is summarized in the three broad levels listed below:

Level 1 – Quoted prices in active markets for identical assets or liabilities. Level 1 assets and liabilities include debt and equity securities, which include common stocks, preferred stocks, and mutual funds, that are traded in an active exchange market.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices in active markets for similar assets or liabilities; quoted prices for identical or similar assets or liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Level 2 assets and liabilities include debt securities with quoted prices that are traded less frequently than exchange-traded instruments as well as debt securities and derivative contracts whose value is determined using a pricing model with inputs that are observable in the market or can be derived principally from or corroborated by observable market data.

Level 3 – Unobservable inputs that are supported by little or no market activity and are significant to the fair value of assets or liabilities. Level 3 includes assets and liabilities whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques reflecting the Company's assumptions about the assumptions market participants would use as well as those requiring significant management judgment.

Income Taxes – The Company is a single member limited liability company taxed as part of the consolidated group WE Acquisition Co, LLC and subsidiaries. The provisions for federal and state income taxes for the Company are reported, as agreed to with the Parent Company, based on an allocation of the Parent Company's consolidated federal and state income taxes based upon the Company's taxable income. All income taxes are attributed to the Company for financial reporting purposes.

Income taxes consist of current taxes due plus deferred taxes primarily due to timing differences between the recognition of income and expenses for financial statement and tax purposes. Deferred tax assets and liabilities represent the future tax benefits and consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. The Company recognizes uncertain tax positions using the more-likely-than-not approach as defined in the ASC. No liability for uncertain tax positions has been recorded in the accompanying financial statements as of December 31, 2024 and December 26, 2023. There were no changes in the liability for uncertain tax positions during the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023, and there are no tax positions for which it is reasonably possible that the total estimate of liability for uncertain tax positions will significantly increase or decrease within the next twelve months.

Subsequent Events – The Company has evaluated events occurring subsequent to December 31, 2024 through the June 27, 2025, the date the accompanying financial statements were available to be issued.

Note 3—Income taxes

The income tax provision for the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023 consisted of the following:

	2024	2023
Income tax provision:		
Current tax expense	$ 270,979	$ 343,322
Deferred tax benefit	(151,132)	(155,200)
Total income tax provision	$ 119,847	$ 188,122

The Company's effective tax rate for the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023 differs from what would be expected applying the federal statutory tax rate to income before income taxes. The primary differences result from state income taxes and amortization of goodwill for financial reporting purposes but not for tax purposes.

Deferred tax liability at December 31, 2024 and December 26, 2023 totaled $1,863,068 and $2,014,200, respectively and is related to other intangible assets' amortization timing differences.

Note 4—Related party transactions

The Company has a licensing agreement with Wild Eggs Operations, LLC ("Operations"), which is also a wholly-owned subsidiary of Holdings. The Company granted Operations a non-exclusive right and license to use the intellectual property in connection with the operation of its current Wild Eggs restaurant locations and future restaurant locations approved by the Company. In exchange for the right to use the intellectual property, Operations pays the Company a royalty fee of 5.5% on net sales. For the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023, the Company recorded royalty revenue from Operations totaling $1,236,684 and $1,168,000, respectively.

The Company pays an allocation of management salaries for services rendered on behalf of Operations' employees for its franchisee management services. Total related expenses for the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023 were $165,000 each year.

At times, Operations and the Company have receivable and payable in normal course of business, which are mainly, royalty receivables, income taxes payable due to being part of consolidated tax return filing group and provide advances to each other. At December 31, 2024 and December 26, 2023, the Company had a related party receivables of $1,640,239 and $636,941, respectively from Operations, as reflected on the accompanying balance sheets.

Note 5—Risks, concentration, and contingencies

Legal Contingencies – In the normal course of business, the Company may be involved in certain legal proceedings. In management's opinion, there are no proceedings that would result in claims against the Company that are significant in relation to the accompanying financial statements as of and for the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023.

Revenue Concentration – The Company received royalty fees from two major customers during the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023. Royalty fees from Operations for restaurants owned and operated by Operations accounted for approximately 84% and 81% of revenue for the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023, respectively. Royalty fees from one customer, which owns three franchise restaurants (as described in Note 1), accounted for 16% and 19% of revenue for the year ended December 31, 2024 and period from January 18, 2023 through December 26, 2023, respectively.

Wild Eggs Franchising, LLC

Financial Statements

Years Ended December 27, 2022 and December 28, 2021

Wild Eggs Franchising, LLC
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Years Ended December 27, 2022 and December 28, 2021

CPAs & ADVISORS

Independent Auditor's Report

To the Members
Wild Eggs Franchising, LLC

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Wild Eggs Franchising, LLC (collectively the "Company"), which comprise the balance sheets as of December 27, 2022 and December 28, 2021, the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 27, 2022 and December 28, 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are issued

MCM CPAs & Advisors LLP

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Kentucky
Indiana
Ohio

Independent Auditor's Report (Continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

MCM CPAs & Advisors LLP

Jeffersonville, Indiana
April 28, 2023

Wild Eggs Franchising, LLC
Balance Sheets
December 27, 2022 and December 28, 2021

	2022	2021
Assets		
Current assets		
Cash and cash equivalents	$ 886,823	$ 785,658
Accounts receivable	30,868	14,488
Total current assets	917,691	800,146
Goodwill, net	226,384	324,248
Other intangibles, net	215,215	244,639
Related party receivable	656,875	550,351
Deferred tax asset	67,700	58,900
Total assets	$ 2,083,865	$ 1,978,284
Liabilities and member's equity		
Current liabilities		
Accrued expenses and other current liabilities	$	$ 201,691
Total current liabilities	242,707	201,691
Total liabilities	242,707	201,691
Member's equity	1,841,158	1,776,593
Total liabilities and member's equity	$ 2,083,865	$ 1,978,284

See accompanying notes.

Wild Eggs Franchising, LLC
Statements of Income
Years Ended December 27, 2022 and December 28, 2021

	2022	2021
Revenue		
Royalties	$ 288,980	$ 268,210
Licensing revenue	30,000	30,000
Other operating revenue	68,181	39,997
Total revenue	387,161	338,207
Operating expenses		
Administrative expenses	1,344	20,363
Amortization	127,288	127,288
Total operating expenses	128,632	147,651
Income from operations	258,529	190,556
Other expense		
Management fees	(174,000)	(174,000)
Other income (expense), net	4,210	(6,172)
Total other expense, net	(169,790)	(180,172)
Income before provision for income taxes	88,739	10,384
Income tax provision	24,174	919
Net income	$ 64,565	$ 9,465

See accompanying notes.

Wild Eggs Franchising, LLC
Statements of Changes in Member's Equity
Years Ended December 27, 2022 and December 28, 2021

Balance, December 29, 2020	$ 1,767,128
Net income	9,465
Balance, December 28, 2021	1,776,593
Net income	64,565
Balance, December 27, 2022	$ 1,841,158

See accompanying notes.

Wild Eggs Franchising, LLC
Statements of Cash Flows
Years Ended December 27, 2022 and December 28, 2021

	2022	2021
Cash flows from operating activities		
Net income	$ 64,565	$ 9,465
Adjustments to reconcile net income to net cash provided by operating activities		
Amortization	127,288	127,288
Deferred income tax benefit	(8,800)	(10,700)
Changes in operating assets and liabilities		
Accounts receivable	(16,380)	(2,548)
Prepaid expenses	-	12,000
Accrued expenses and other current liabilities	41,016	(381)
Net cash provided by operating activities	207,689	135,124
Cash flows from investing activities		
Related party receivable	(106,524)	494,880
Cash (used in) provided by investing activities	(106,524)	494,880
Net change in cash and cash equivalents	101,165	630,004
Cash and cash equivalents, beginning of year	785,658	155,654
Cash and cash equivalents, end of year	$ 886,823	$ 785,658

See accompanying notes.

Note A - Nature of Organization and Operations

Wild Eggs Franchising, LLC (the "Company") is an Indiana limited liability company that grants franchises and licenses of Wild Eggs® restaurants specializing in serving upscale breakfast, brunch, and lunch. The Company was formed on March 2, 2015 as a wholly-owned subsidiary of Wild Eggs Holdings, Inc. ("Holdings" or "Parent Company"), a Delaware corporation. The Company prepares its Franchise Disclosure Document as required by the United States Federal Trade Commission and has registered or will register in those states where required in order to legally sell their franchises as applicable. The Company franchises three restaurants throughout Kentucky.

The Company operates on a 52 or 53 week year ending on the last Tuesday prior to or on December 31. The year ended December 27, 2022 and December 28, 2021 were 52 week years.

Note B - Summary of Significant Accounting Policies

1. Basis of Accounting: The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") is the sole source of authoritative GAAP.

2. Use of Estimates: The preparation of the accompanying financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

3. Cash and Cash Equivalents: The Company considers all short-term investments with an original maturity of three months or less to be cash equivalents.

4. Receivables: The Company uses the allowance for doubtful accounts method of valuing doubtful receivables which is based on historical experience, coupled with a review of the current status of existing receivables. Management has determined no allowance for doubtful accounts was required at December 27, 2022 and December 28, 2021.

5. Goodwill: Goodwill represents the excess of the consideration given (purchase price paid) over the fair value of the identifiable net assets acquired in connection with the 2015 acquisition by Holdings.

   The Company elected to amortize its goodwill straight-line over ten years. The Company performs its annual impairment assessment at the entity level when events or circumstances indicate that the fair value of the entity may be less than its carrying amount. Management did not identify any such events or circumstances for the years ended December 27, 2022 and December 28, 2021 which would be indicative of impairment.

   At December 27, 2022 and December 28, 2021, goodwill totaled $226,384 and $324,248, respectively, which is net of accumulated amortization of $752,249 and $654,385, respectively. The amortization period for goodwill is ten years, with approximately three years remaining at December 27, 2022. Amortization expense totaled $97,864 for the years ended December 27, 2022 and December 28, 2021. At December 27, 2022, amortization expense for each of the next two succeeding fiscal years is expected to be $97,864 with the third and final year being $30,656.

6. Other Intangibles: As a part of the assets acquired and contributed by Holdings in 2015, the Company acquired intellectual property. The intellectual property acquired was allocated as $250,000 related to recipes and $191,367 related to licenses. These intangible assets are being amortized on a straight-line basis over their estimated economic lives, which is 15 years, with approximately 7 years remaining at December 27, 2022.

Note B - Summary of Significant Accounting Policies (Continued)

6. Other Intangibles (Continued): At December 27, 2022 and December 28, 2021, other intangible assets consist of the following:

	2022	2021
Intellectual property - recipes	$ 250,000	$ 250,000
Intellectual property - licenses	191,367	191,367
	441,367	441,367
Accumulated amortization	(226,152)	(196,728)
	$ 215,215	$ 244,639

Amortization expense recorded for the years ended December 27, 2022 and December 28, 2021 was $29,424. The estimated amortization expense for each of the next five succeeding fiscal years is expected to be $29,424.

7. Revenue Recognition: The Company's operations primarily consist of royalty and licensing fees and initial franchise fees, under the terms of individual franchise agreements. These franchise agreements typically have an initial term of 10 years with optional renewal periods as defined in the agreements. Royalty fees will be recognized as income based on a percentage of gross sales at franchised restaurants. Initial fees and the related expenses are recognized as the Company's obligations regarding services to be performed in opening a restaurant are fulfilled, which is the time a restaurant is opened. Franchising also recognizes revenue through development fees under the terms of multi-unit agreements. These agreements grant developers the rights to develop Wild Eggs restaurants in geographic locations defined in the agreements. Licensing fees are recognized over the life of the agreements. Any development fees or franchise fees received, and related costs incurred, before the Company has fulfilled its obligations under the agreements are deferred and recognized upon completion of the obligations. Franchise and royalty fees are due upon receipt of invoice. Each franchise and royalty fee is a separate performance obligation with each franchisee with the specifics of the obligations detailed in the franchise agreement.

   Revenue is recognized when performance obligations under the terms of the contracts with our customers are satisfied, which typically occurs when the franchisee has met certain criteria as explained above. Revenue is measured as the amount the Company expects to receive in exchange for transferring products or services to the customer. The Company does not provide discounts or allowances on sales.

8. Income Taxes: The Company is a single member limited liability company taxed as part of the consolidated group Wild Eggs Holdings, Inc. and its subsidiaries. The provisions for federal and state income taxes for the Company are reported, as agreed to with the Parent Company, based on an allocation of the Parent Company's consolidated federal and state income taxes based upon the Company's taxable income. All income taxes are attributed to the Company for financial reporting purposes.

Note B - Summary of Significant Accounting Policies (Continued)

8. Income Taxes (Continued): Income taxes consist of current taxes due plus deferred taxes primarily due to timing differences between the recognition of income and expenses for financial statement and tax purposes. Deferred tax assets and liabilities represent the future tax benefits and consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. The Company recognizes uncertain tax positions using the more-likely-than-not approach as defined in the ASC. No liability for uncertain tax positions has been recorded in the accompanying financial statements as of December 27, 2022 and December 28, 2021. There were no changes in the liability for uncertain tax positions during the years ended December 27, 2022 and December 28, 2021, and there are no tax positions for which it is reasonably possible that the total estimate of liability for uncertain tax positions will significantly increase or decrease within the next twelve months.

9. Limited Liability: Since the Company is organized as a limited liability company, no member, manager, agent, or employee of the Company shall be personally liable for the debts, obligations, or liabilities of the Company whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member, director, manager, agent, or employee of the Company, unless the individual has signed a specific personal guarantee. The duration of the Company is perpetual based upon the respective operating agreement.

10. Recent Accounting Pronouncement: In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses (Topic 326)*. ASU 2016-13 requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the statement of income will reflect the measurement of credit losses for newly-recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This standard will be effective for annual reporting periods beginning after December 15, 2022. The Company is currently evaluating this guidance and currently anticipates an immaterial impact on the financial statements.

11. Subsequent Events: The Company has evaluated events occurring subsequent to year-end through the date of the Independent Auditor's Report, the date the accompanying financial statements were available to be issued. In January 2023, the Parent Company and its wholly-owned subsidiaries, including the Company, were sold in a 100% stock sale. There was no material impact on the Company's financial statements as a result of the transaction.

Note C - Income Taxes

The income tax provision for the years ended December 27, 2022 and December 28, 2021 consisted of the following:

	2022	2021
Income tax provision		
Current tax expense	$ 32,974	$ 11,619
Deferred tax benefit	(8,800)	(10,700)
Total income tax provision	$ 24,174	$ 919

Note C - Income Taxes (Continued)

The Company's effective tax rate for the years ended December 27, 2022 and December 28, 2021 differs from what would be expected applying the federal statutory tax rate to income before income taxes. The primary differences result from state income taxes and sharing of net operating losses with its Parent Company and consolidated affiliate.

Deferred tax assets at December 27, 2022 and December 28, 2021 total $67,700 and $58,900, respectively, and are related to amortization and timing differences.

Note D - Related Party Transactions

Effective April 20, 2015, the Company entered into a licensing agreement with Wild Eggs Operations, LLC ("Operations"), which is also a wholly-owned subsidiary of Holdings. The Company granted Operations a non-exclusive right and license to use the intellectual property in connection with the operation of its current Wild Eggs restaurant locations and future restaurant locations approved by the Company for a period of ten years. In exchange for the right to use the intellectual property, Operations pays the Company a fee of $2,500 per month. For the years ended December 27, 2022 and December 28, 2021, the Company recorded licensing revenues totaling $30,000.

Holdings maintains an agreement with Patoka Capital, LLC ("Patoka") for certain management and administrative services performed for the Company. Patoka is a related party through common ownership with Holdings. In September 2020, the Company entered into a new agreement with Patoka which stipulates the Company will pay $12,000 per month. The Company pays a fee of $2,500 per month to Operations for its franchisee management services. Additionally, the Company pays fees for services provided in conjunction with an opening of a new franchisee location. Total expenses for the years ended December 27, 2022 and December 28, 2021 were $174,000.

At times, Holdings, Operations, and the Company provide advances to each other. At December 27, 2022 and December 28, 2021, the Company had a related party receivable of $640,000 and $547,500, respectively, from Holdings as well as a related party receivable of $16,875 and $2,851, respectively, from Operations, as reflected on the accompanying balance sheets.

Note E - Risks, Commitments, and Contingencies

1. Legal Contingencies: In the normal course of business, the Company may be involved in certain legal proceedings. In management's opinion, there are no proceedings that would result in claims against the Company that are significant in relation to the accompanying financial statements as of and for the years ended December 27, 2022 and December 28, 2021.

2. Cash Concentration Risk: The Company maintains cash in deposit accounts with federally insured financial institutions. At times, the balances in these accounts may be in excess of federally insured limits.

UNAUDITED FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Balance Sheet
As of 5/27/2025

Wild Eggs Franchising, LLC

	YTD
ASSETS	
Current Asset	
Cash and Cash Equivalents	101,560
Accounts Receivable	1,000
Intercompany	2,559,876
Total Current Asset	**2,662,436**
Property and Equipment	
Unallocated Purchase Price	-0
Fixed Assets - Furniture & Fixtures	3,229
Accumulated Depreciation	-1,884
Total Property and Equipment	**1,345**
Intangible Asset	
Intangible Assets	10,889,400
Accumulated Amortization	-2,224,315
Total Intangible Asset	**8,665,085**
Other Asset	
Deferred Taxes	-2,014,200
Total Other Asset	**-2,014,200**
Total ASSETS	**9,314,666**
LIABILITIES & EQUITY	
Liabilities	
Current Liability	
Accounts Payable - Trade	8,348
Accrued Expenses	-24,952
Total Current Liability	**-16,604**
Long Term Liability	
Total Long Term Liability	**0**
Total Liabilities	**-16,604**
Equity	
Shareholder's Equity	
Member Contributions	8,727,937
Retained Earnings	470,753
YTD Income	132,580
Total Shareholder's Equity	**9,331,270**
Total Equity	**9,331,270**
Total LIABILITIES & EQUITY	**9,314,666**

Profit & Loss - YTD

YTD Period Ending 05/27/2025

	Wild Eggs Franchising, LLC	
Royalty Revenue		
Royalty Revenue	608,351	98.16%
Total Royalty Revenue	**608,351**	98.16%
Sales		
Other Revenue	11,378	1.84%
Gross Sales	**619,729**	100.00%
Total Sales	**11,378**	1.84%
Cost of Sales		
Total Cost of Sales	**0**	0.00%
Gross Profit	**619,729**	5446.84%
Controllable Expenses		
Travel	570	0.09%
Supplies	335	0.05%
Fees	552	0.09%
Total Controllable Expenses	**1,457**	0.24%
Non-Controllable Expenses		
Management Fee Expense	68,750	11.09%
Legal Fees	4,054	0.65%
Meetings	78	0.01%
Software	7,579	1.22%
Total Non-Controllable Expenses	**80,461**	12.98%
Operating Profit	**537,811**	4726.86%
Other		
Depreciation	449	0.07%
Amortization	404,975	65.35%
Interest Income	-193	-0.03%
Total Other	**405,231**	65.39%
Net Profit	**132,580**	21.39%

Cash Flow Statement

1/1/2025 - 5/27/2025

Legal Ent(s): Wild Eggs Franchising, LLC

Operating	
Net Income/Loss	132,580
Depreciation & Amortization Expense	405,424
Amortization	404,975
Depreciation	449
Non-cash Current Assets & Liabilities	-670,888
Accounts Payable	7,351
Accounts Receivable - Other	-5,000
Accrued - Audit & Tax Fees	-25,148
Accrued - Other	0
Due To/From Wild Eggs Operations, LLC	-648,091
Total Cash Flow From Operating Activities	**-132,884**
Cash Net Change	**-132,884**
Cash Beginning Balance	**234,444**
Calculated Cash Ending Balance	**101,560**
Actual Cash Ending Balance	*101,560*

EXHIBIT G

ADDENDUM TO FRANCHISEE’S LEASE AGREEMENT

EXHIBIT G

ADDENDUM TO FRANCHISEE'S
LEASE AGREEMENT

THIS LEASE ADDENDUM (the "Addendum") is made and entered into this _____ day of ____________, 20___, by and between _____________________________________ , hereinafter referred to as "Landlord," and___________________________________, hereinafter referred to as "Tenant," and modifies that certain lease (the "Lease") of even date herewith.

W I T N E S S E T H:

WHEREAS, Landlord and Tenant are parties to a Lease dated _______________________________ , concerning real estate commonly described as __________________________________ as more fully described in the Lease (the "Premises").

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the sufficient of which is hereby acknowledged, the parties agree as follows:

1. Landlord agrees that WILD EGGS FRANCHISING, LLC, or a Franchisee of the Wild Eggs Franchise System selected by WILD EGGS FRANCHISING, LLC, shall have the right to receive an assignment of this Lease upon transfer, termination or expiration of the Franchise Agreement between WILD EGGS FRANCHISING, LLC and Tenant, d/b/a Wild Eggs. Upon such transfer, termination or expiration of said Franchise Agreement, Landlord shall promptly execute an acknowledgement of and consent to the assignment of the Lease.

2. Landlord shall provide WILD EGGS FRANCHISING LLC, its Franchisee, or its Agent, full access to the Premises upon Expiration or Termination of either the Lease or Franchise Agreement, for a period of fifteen days to de-identify and remove from the Premises any trademarked property, proprietary software, equipment, and any and all furniture and fixtures installed by the Tenant or installed in connection with the Lease, including but not limited to colored wall tile or floor tile. WILD EGGS FRANCHISING, LLC, or an approved franchisee for the Premises, shall have the right, but not the obligation to repaint any portion of the interior of the Premises. Landlord acknowledges that WILD EGGS FRANCHISING LLC has a prior right, title and interest in and to any such trademarked property, proprietary software, equipment, and furniture and fixtures, notwithstanding any agreement between the Landlord and any lender of the Landlord with respect thereto.

3. Landlord shall provide any written Notice of Default of Tenant to WILD EGGS FRANCHISING, LLC simultaneously with the delivery thereof to Tenant. Such notice shall be delivered to WILD EGGS FRANCHISING, LLC in writing by overnight delivery by FedEx or other nationally recognized overnight courier. Landlord and Tenant hereby acknowledge and agree that WILD EGGS FRANCHISING, LLC has the right, but is under no obligation, to cure any deficiency under the Lease, if Tenant should fail to do so, within fifteen (15) days after the expiration of the period given in which to cure the default. All notices shall be sent to: Wild Eggs Franchising, LLC. Attn. Real Estate Department 1211 Herr Ln. Suite 290 Louisville, KY 40222.

4. The Parties grant WILD EGGS FRANCHISING, LLC the right to display the registered trademark Wild Eggs standard signage package, including logo and window signs, subject only to the provisions of local ordinances.

5. The parties agree that the demised space be used only for the operation of a Wild Eggs Restaurant during the entire term, and any extension(s), of the Lease.

This Addendum amends the Lease between the parties described hereinabove; and except as provided herein, all other terms of said Lease shall remain unchanged.

DATED this _____ day of ______________ , 20___.

LANDLORD:	TENANT:
________________________________	________________________________
Signature	Signature
________________________________	________________________________
Title	Title

EXHIBIT H

OPERATIONS MANUAL TABLE OF CONTENTS

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State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following state, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
Indiana	Pending

RECEIPTS
(Your Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Wild Eggs Franchising, LLC offers you a franchise, it must provide this disclosure document to you fourteen calendar days before you sign a binding agreement with or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale.

If Wild Eggs Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency.

The franchisor is Wild Eggs Franchising, LLC located at 1211 Herr Lane, Suite 290, Louisville, Kentucky 40222. Its telephone number is 502.807.9403.

The name, principal business address and telephone number of each franchise seller offering the franchise: Joseph Duff Smallwood, Wild Eggs Franchising, LLC, 1211 Herr Lane, Suite 290, Louisville, Kentucky 40222, 502-807-9403.

Issuance Date: June 30, 2025

Wild Eggs Franchising, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a disclosure document dated June 30, 2025 that included the following Exhibits:

A State Agencies/Agents for Service of Process
B Franchise Agreement
C Multi-Unit Development Agreement
D List of Franchisees
E EDTA Document
F Financial Statements
G Addendum to Franchisee's Lease Agreement
H Operations Manual Table of Contents

_____________	________________________	________________________
Date	Signature	Printed Name
_____________	________________________	________________________
Date	Signature	Printed Name

Keep this copy for your records.

RECEIPT
(Our Copy)

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____________	________________________	________________________
Date	Signature	Printed Name
____________	________________________	________________________
Date	Signature	Printed Name